The Solicitors' Journal

VOL. LXXXI. **Saturday, November 27, 1937.** No. 48

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.
SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.
Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 1d. *post free.*
CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.
ADVERTISEMENTS: Advertisements must be received not later than 1 p.m. Thursday, and be addressed to The Manager at the above address.

Current Topics.

Judicial Changes in Northern Ireland.

VARIOUS changes in the personnel of the Bench of Northern Ireland are to follow on the approaching retirement of Sir WILLIAM MOORE, who has filled the high office of Lord Chief Justice since 1925, having previously been successively a judge of the King's Bench Division and a Lord Justice of Appeal. During his tenure of these posts he has exhibited high judicial qualities as well as distinction in his pronouncements as became one who was the holder of a great academic record. As his successor Lord Justice ANDREWS, who has been on the Bench since 1921, has been designated, and with his ripe experience he should prove an excellent choice. The vacancy thus caused by his promotion is to be filled by the appointment of the present Attorney-General, Sir ANTHONY BABINGTON, K.C., who was called to the Bar in 1900 and has enjoyed a large practice. It is of interest to recall that he was briefed in the recent appeal to the House of Lords in *Gallagher* v. *Lynn* [1937] A.C. 863; 81 SOL. J. 609, where the question involved was whether the Milk and Milk Products Act (Northern Ireland), 1934, was within the competence of the Parliament of Northern Ireland to enact, the suggestion of its opponents being that it was a statute "in respect of" trade within the meaning of s. 4 of the Government of Ireland Act, 1920, and therefore invalid. Unfortunately, on the day when the appeal was heard, Sir ANTHONY had to attend at Buckingham Palace to receive the honour of Knighthood, so those present in the House were denied the pleasure of hearing him argue the point at issue which, however, was decided in favour of the view he was briefed to support. Consequent upon his promotion to the Bench as a Lord Justice, it is stated that Mr. E. S. MURPHY, K.C., is likely to become the new Attorney-General.

Traffic Signs of Doubtful Validity.

SOME time ago we referred in these columns to the case of a motorist who successfully pleaded the absence of the word "stop" on the red lens of a traffic light as an answer to his alleged ignoring of the injunction conveyed by the sign. The regulations, it may be remembered, provide for the use of the word "stop" in connection with traffic lights and none other, but in a later case to which reference was also made, the defendant was unsuccessful in objecting to the presence of the word "go" on the green lens (see 79 SOL. J. 531, 792). Technical objections reminiscent of those just mentioned have been taken in two recent cases in connection with the siting of "Halt at Major Road Ahead" signs, and here again dissimilar results are to be recorded. In the more recent of these the attention of the court was drawn to the earlier, and apparently similar, case, where a summons for ignoring a halt sign was dismissed on the ground that the sign in question was at a greater distance from the road junction than that prescribed by the regulations of 1935. The magistrates' clerk, however, intimated that the Minister of Transport had given notice that on and after 15th July last the previous direction restricting the distance to 30 yards had ceased to have effect, and the defendant, who stated that the sign was 100 yards from the road junction, was fined £2. There appears to be some conflict of view on the matter, which may be indicated, if not resolved here; for the Automobile Association has recorded in a statement by one of its officials to a press representative its opinion that the new directions do not rescind the obligation for such a sign to be not more than 30 yards from the road junction. According to the Ministry of Transport the position is as follows: Most of the halt signs were put up under an authorisation which was issued by the Minister in 1935 and required that the signs should be erected not more than 30 yards from the major road. In a number of instances, where there were special circumstances, the Minister issued an authorisation permitting signs to be erected at a greater distance from the major road. The whole of the question of the signs was reviewed by the Minister this year, and in the amended authorisation issued last July it was provided that no further signs should be erected except as approved by the Minister. The amended authorisation does not affect in any way the signs erected under the old authorisation. Technical points of this kind—which it may well be the practitioner's obvious duty to take in the interests of his client—not infrequently give rise to interesting points of law, but it may be urged that such doubts as may exist with reference to halt signs should be speedily resolved, by further regulation if necessary, in order to promote the effectiveness of this admirable—and frequently ignored—safety device.

The Amber Light.

MOTORISTS will welcome the decision of the Minister of Transport to standardise the length of the period of the amber light used in signal installations. The present variations are stated to vary in general between two and six seconds, with exceptional cases of as much as ten seconds. Our experience suggests that the other limit is by no means the minimum, and cases are recalled when the appearance of the amber light has been but momentary. The period of three seconds which has been selected as the future standard probably represents a reasonable compromise. It will still allow gentlemen from over the Border time to switch on their engines (said to have been the original purpose of the amber light) and others will have ample opportunity of manipulating their controls so as to be ready to move away immediately on the appearance of the green light. A greater period of time might, perhaps, have been allowed for stopping purposes, for the comparatively short time during which the amber light alone will appear may lead to some drivers pulling up with undesirable suddenness. But the authorities have doubtless considered this point, and there is every reason to think that the period selected is the most suitable having regard to all circumstances. In a letter which has been sent to the highway authorities, the Minister intimates that the fixed amber period of three seconds can, with reference to existing installations, normally be provided by an adjustment of the controller. In other cases the advice of the Ministry's divisional road engineer should be sought. The Minister states that he will be prepared to consider applications for grant towards expenditure incurred in any necessary modification of existing equipment, and he hopes that highway authorities will proceed with a preliminary investigation of the installations in their respective areas. The same letter advocates the introduction of an "all red" period in those localities where it is necessary to hold up traffic for the purpose of clearing a junction.

Inheritance (Family Provision) Bill.

ON Tuesday, 23rd November, the Solicitor-General intervened in the proceedings of the Standing Committee of the House of Commons to intimate that the Government were prepared to assist the Committee in converting the Inheritance (Family Provision) Bill into a workable measure. The Committee has therefore adjourned for a fortnight to enable the Parliamentary counsel to draft the necessary amendments. Such amendments apparently are to deal with three main points. The county court is not to have jurisdiction, at least for several years, in order to enable the Chancery judges to evolve a consistent practice under the Act. The Act itself is to specify limits beyond which the court is not to go in making provision out of the testator's estate. The Government also propose to introduce amendments to make clear that provision for "maintenance" under the Act does mean provision for maintenance in the accepted Chancery sense and not something different: such maintenance is normally to be out of income only. We attach great importance to this last suggestion, which closely follows the lines adumbrated in the article on this subject in our issue of last week. It is significant, perhaps, that no suggestion of the kind has been previously made in Parliament. The Government's proposals do not quite coincide with our own, as they appear to lean unnecessarily strongly in favour of females, and to take too narrow a view of the period of a son's dependence: maintenance is to be given to a widow, but not to a widower, and to children under age, spinster children of any age, and "disabled" sons. There is to be no provision for advancement and no provision for the education of sons over twenty-one. It may be, of course, that the newspaper accounts of the speech of the Solicitor-General are misleading, and we must await the appearance of the actual text of the Government's proposals before commenting further upon them. In view of the attitude of the Government we must now assume that the measure will not be altered so as to follow Roman law, but will leave the matter in the hands of the court. That being so, it is essential that the measure should be made workable within those limits, and we welcome the proposals of the Government as a step in that direction. We would point out, however, that there is at present no indication that the Government intend to take any steps to prevent testators defeating the purpose of the Act by divesting themselves of their testamentary property, by gift, settlement or covenant, and we beg to draw renewed attention to the comments in this connection in the first of our recent articles upon the Bill. We intend to deal in detail with the Government's proposed amendments when they are available, and to make, if necessary, suggestions for the Bill's improvement.

Taxicab Drivers and Workmen's Compensation.

BRIEF mention should be made of the Workmen's Compensation (Amendment) Bill, which has been presented by Mr. ROBERT CAREY, with the object of amending s. 3 (1) and s. 5 (2) of the Workmen's Compensation Act, 1925, with respect to persons engaged in plying for hire with any vehicle or vessel the use of which is obtained under a contract of bailment. It appears that one of the classes which will be largely affected if the Bill is passed into law will be drivers of taxicabs who hire the vehicles from garage proprietors, not themselves the owners of the vehicles, but in possession of them under hire-purchase agreements. In London alone there are said to be some 4,000 drivers who hire their cabs in such circumstances, and it is urged that it was not the intention of the legislature that such as these drivers should be excluded from the benefits of the Act. Under s. 3 (1) of the present Act the term "workman" includes "a person engaged in plying for hire with any vehicle or vessel the use of which is obtained from the owners thereof under any contract of bailment (other than a hire-purchase agreement) in consideration of the payment of a fixed sum or a share in the earnings or otherwise," while under s. 5 (2) the owner of a vehicle or vessel is deemed for the purposes of the Act to be the employer in relation to a person engaged in plying for hire with any vehicle or vessel "the use of which is obtained from the owner thereof under a contract of bailment." The purpose of the Bill is to widen the definitions of "workman" and "employer" so as to cover the case of taxicab drivers in the circumstances above indicated and others similarly situated and this is to be effected by providing an appropriate substitute for the term "owner" in the existing definitions.

Driving Licence Endorsement: Court's Discretion.

UNDER s. 5 (1) of the Road Traffic Act, 1934, the court before which a person is convicted of driving a motor vehicle on a road at a speed exceeding a speed limit imposed by or under any enactment, or of an offence under s. 12 of the Road Traffic Act, 1930—the section relating to careless driving—is required "unless for any special reason the court thinks fit to order otherwise" to order particulars of the conviction to be endorsed on the driver's licence. The Road Traffic Amendment Bill, which was introduced in the House of Lords on 9th November by LORD ELIBANK, has for its object the restoration of the court's discretion so as to allow of an investigation into the merits of the case and assess the punishment accordingly. It was urged that, while certain courts abide by the strict letter of the law, others have established rules of their own to refrain from endorsement in certain cases, and that the differential treatment has created great uncertainty in the public mind. But the Bill did not commend itself to the House of Lords, which rejected it on second reading by a majority of seventeen votes (twenty-seven to ten). Figures were cited by the EARL OF ERNE which showed that during 1935 and 1936 the number of endorsements represented only a little over half the number of convictions for speed offences, or, in other words,

that the courts in nearly half the cases found special reasons for ordering that licences should not be endorsed. It was argued that there was ground for thinking that in many cases the reasons were not necessarily special reasons, and to restore to the court's complete discretion in the matter of endorsements in such cases would result in that discretion being exercised even more comprehensively than at present. That would tend to increase the existing lack of uniformity and to reduce the total number of endorsements. It was urged that nothing should be done which was likely to lead to endorsements being ordered less frequently than at present, in view of the possibility of infractions of the 30 miles an hour speed limit being regarded as of little consequence. But it might well be urged that the existing law has the effect of detracting from the reality of the stigma formerly associated with an endorsed licence. For one effect of the present system is that an endorsed licence is, in certain not irresponsible quarters, no longer regarded as casting a reflection upon the competence of the driver, while a "clean" licence is treated rather as evidence of the holder's good fortune than his carefulness.

Milk Marketing Board: Infliction of Penalties.

WE recently alluded in these columns (under the heading "Court or Ministerial Tribunal?") to the exercise of what are, in effect, judicial powers by bodies other than courts of law. One of the difficulties associated with the exercise of such jurisdiction is that less than due emphasis is apt to be laid upon the importance of proceeding in accordance with principles recognised by the courts as affording proper protection to an alleged defaulter. The purported exercise by statutory bodies of powers of inflicting penalties is open to the same danger as a recent unreported decision of the Court of Appeal illustrates. In this case, which was alluded to in *The Times* of 18th November, Sir WILFRED GREENE, M.R., commented on the powers of the Milk Marketing Board with regard to the infliction of penalties on registered milk producers. The Court of Appeal allowed the appeal of a milk producer against whom the Board had obtained a county court judgment for penalties imposed by the Board on the ground that the latter had not proved that the former had ever actually applied to be registered under the marketing scheme. The learned Master of the Rolls stated that in these matters, in which the Board had very great power of inflicting penalties, it was of the very greatest importance that the power should be exercised on a footing of a strict adherence to proper principles and procedure. The Board not having proved that the milk producer in the present case had signed the application form, or had authorised anyone to sign it for him, the penalty could not be lawful, as the milk producer was not present when the penalty was inflicted. We desire to express our indebtedness to *The Times*, from which the foregoing information has been derived.

Wheat Act, 1932; Proposed Amendments.

READERS may recall the decision of the House of Lords in *R. & W. Paul Limited* v. *Wheat Commission* (80 SOL. J. 753), in which the House of Lords held that certain consignments of a substance known in the trade as "middlings" were, within the meaning of the Wheat Act, 1932, consignments of wheat offals and not of flour and, consequently, exempt from any quota payment. According to the Act (s. 20 (1)) "flour" means the products produced by the milling of wheat, and includes all such products except substances separated in the milling as wheat offals; while the expression "wheat offals" means the residual products which, in the process of milling wheat, are extracted therefrom as germ or for animal or poultry food. LORD MACMILLAN drew attention to the deficiences of this definition of flour and observed that it was not expressed in any quantitative, analytical or scientific terms. According to a recent statement, which appeared in *The Times*, the Minister of Agriculture has informed the House of Commons that he will introduce a Bill this Session to amend the Wheat Act. The main purpose of the Bill will be to clear away the administrative difficulties created for the Wheat Commission by the above decision. The position, it is stated, was left so obscure that the amendment of the law is clearly necessary, and the Minister is still in consultation with the trade associations to secure agreed definitions for the new Bill. Another matter of greater importance to the wheat grower, but, perhaps, of less interest to the practitioner, is the proposal that there should be a standard price committee for the purpose of making a triennial review and that the Minister should have power, subject to the approval of Parliament, to alter the standard price in accordance with such committee's recommendations.

Recent Decisions.

IN *Re Hiscott's Indenture: Hiscott* v. *Hiscott* (p. 963 of this issue), CLAUSON, J., held that a husband, who undertook by deed to pay to his wife during their joint lives (the parties were since divorced) such sum as after deduction of income tax would amount to one-quarter of his gross income, was entitled to treat a 10 per cent. commission paid by him to his agents as a necessary outgoing in his business as a film producer. The deduction had been allowed by the income tax authorities.

In *Re Wright: Public Trustee* v. *Wright and Others* (*The Times*, 20th November), CLAUSON, J., held that a provision in a will for forfeiture of certain legacies should any of the legatees have become or became a Roman Catholic, or have married or marry a Roman Catholic applied only to those who became or married Catholics between the date of the will and the date of the testatrix's death.

In *Finska Angfartygs A/B and Others* v. *Baring Bros. & Co., Ltd.* (*The Times*, 20th November), the matter in dispute arose in respect of certain ships taken over by the Russian Government and handed to the British Government for use during the Great War. The ships were registered at ports in Finland which, having been under the sovereignty of the Tzar of Russia, became in 1917 an independent sovereign state. LUXMOORE, J., dismissed an action by Finnish shipowning companies for a declaration that sums amounting to over £456,000 standing with the defendants to the credit of the Russian Government had been assigned to the said companies or their predecessors in title, or for an alternative declaration that all sums paid by the British Government to the credit of the account of the Russian Government with the defendants in respect of the use of or as compensation for the loss of the ships were so paid to be held in trust for the plaintiff companies.

In *British and French Trust Corporation, Ltd.* v. *New Brunswick Railway Co.* (*The Times*, 23rd November), the Court of Appeal (GREER, SLESSER and SCOTT, L.JJ.) reversed a decision of HILBERY, J., and held that the plaintiffs, as holders of bonds whereunder the defendants promised to pay on the date therein specified "the sum of £100 sterling gold coin of Great Britain of the present standard of weight and fineness" at their London agency with interest as therein provided, were entitled to repayment on the basis of gold of the standard of fitness specified in the First Schedule to the Coinage Act, 1870, and that the obligation under the bonds would not have been satisfied by payment in sterling. *Feist* v. *Société Intercommunale Belge d'Electricité* [1934] A.C. 161 followed.

In *Davies* v. *Elmslie* (*The Times*, 24th November), the Court of Appeal (GREER, SLESSER and SCOTT, L.JJ.) upheld a decision of LEWIS, J. (81 SOL. J. 865), on a preliminary point, that in the absence of evidence of motive an agreement whereby the defendant was to pay to the plaintiff a weekly sum until either her passage was paid to New Zealand to rejoin her husband, or the passage of her husband was paid for him to return to his wife in England, could not be pronounced void as contrary to public policy or based on illegal consideration.

Criminal Law and Practice.

STOP WATCHES AND SPEEDING.

An interesting point, of no little importance to advocates as well as to the motoring public was raised by counsel for the appellant in a speed limit case at the Middlesex Sessions on 16th November (*Rex* v. *Spencer*). The appellant had been convicted in September by the Hendon Bench of exceeding the speed limit on a date in July. He was fined £3 and his licence was endorsed.

On appeal it appeared that it was a stop watch case, and three police constables swore that only one car was in the control. The appellant and his wife both swore, on the other hand, that there were three cars. It was argued by the appellant's counsel that the evidence that the stop-watch was correct was unsatisfactory, but the bench decided to dismiss the appeal on the general ground that they gave the appellant "the benefit of the doubt" and added that there was no reflection on the police.

It is instructive to find that this very argument was raised in 1902, before a Divisional Court consisting of Lord Alverstone, L.J., Darling and Channell, JJ. (*Gorham* v. *Brice*, 18 T.L.R. 424). The charge was one of driving a motor car at a greater speed than 12 miles per hour contrary to the regulations made by the Local Government Board under the Locomotives and Highways Act, 1896. The magistrates convicted, subject to a special case, and on the case it was contended that the magistrates ought not to have admitted the evidence given by the constable as to the result shown by his timing, because his watch had not been tested, and there was nothing to show that it was accurate. The Lord Chief Justice said that it was possible that the magistrates might have come to a wrong decision, but the court had no power to interfere with their findings of fact. The appeal, he said, was an attempt to turn a question of fact into a question of law, and was therefore dismissed.

In 1906 the question of the stop-watch again came before a court consisting of Lord Alverstone, C.J. and Bray, J., but by then the Motor Car Act, 1903, had been passed, s. 9 of which provided that "a person shall not be convicted under this provision for exceeding the limit of speed of twenty miles merely on the opinion of one witness as to the rate of speed." The stop-watch was produced in court and not objected to. The magistrates convicted and fined the appellant on the ground that the section did not apply, as the evidence of the constable was not merely of his opinion, but evidence of the fact recorded by his stop-watch. Lord Alverstone in his judgment referred to the fact that the stop-watch was produced in court, but held that it was evidence of fact and not of opinion, and the appeal was accordingly dismissed. The question as to the testing of the watch does not seem to have been raised on that occasion.

In *Weatherhogg* v. *Johns* (1931), 95 J.P. and L.G.R. 364, the stop-watch was stated to have been tested on the day after the alleged offence, and the Divisional Court appears to have decided that as the justices had held that the stop-watch was accurate, they had evidence of fact and not of the opinion of the witness (see s. 10 (3) Road Traffic Act, 1930). The case was therefore remitted to the magistrates with a direction to convict.

In *Wright* v. *Mitchell* [1910] S.C. (J.) 94, a speeding case under s. 9 of the Motor Car Act, 1903, the speed was observed by two constables, one of whom had a stop-watch, and both of whom stood about 30 yards of the exit of the measured distance of 440 yards. From that point they estimated the moment at which the car passed the end of a wall at the beginning of the measured distance and the moment at which it passed the end of the 440 yards. The accused was convicted but the Court of Session suspended the conviction. Lord Ardwall held that a better method was necessary in such a short distance, where a few seconds made all the difference between breach and observation of the law. He also suggested that a greater distance than 440 yards ought to be used with advantage.

In *Russel* v. *Beesley*, 81 Sol. J. 99, a speeding case, there was evidence of a testing of the speedometer on the car of the police officer and the justices held, without expressing any opinion on the law, that "it was not desirable that the evidence of a police officer checking a person's speed from a speedometer in his own car should be accepted unless corroborated by another witness present at the same time," and dismissed the information. The Divisional Court sent back the case with a direction to hear and determine it according to law. Lord Hewart, C.J., thought that the court was wrong in law in laying down a universal rule of this sort. If they had not made this erroneous decision the defendant might have wished to offer evidence. In this case there was evidence as to the accuracy of the speedometer, and in view of the authorities it was clear that the evidence of one officer would not need corroboration in law (see *Scott* v. *Jameson* [1914] S.C. (J.) 187).

We referred in a previous article (81 Sol. J. 108) on police evidence in speeding cases to the fact that a summons against Lord Hugh Percy at Gateshead Petty Sessions on 1st February, 1937, for driving at an excessive speed was dismissed on the ground that there was no evidence that the stop-watch used by the police was correct. It is submitted that magistrates are quite free so to decide on the facts of any particular case, as it is entirely a question of fact, but it should be added that if there is no evidence as to any fairly recent test of the accuracy of a stop-watch, the magistrates may, as a matter of common sense, though, of course, not as a matter of law, insist on some corroborative evidence such as that of another policeman using a stop-watch within the control.

Charges for Electricity Installation.

The question of liability for outstanding charges for current consumed, or for electrical apparatus installed, is continually arising on or after completion of the sale or letting of houses. Common form conditions do not usually provide for the discharge of this liability, as between vendor and purchaser, and the vendor's solicitors are often unaware that there are any outstanding charges. A requisition may disclose their existence, but a deadlock may then arise on the question of payment. The liability is undoubtedly the vendor's, as he will have obtained the benefit of a higher price, by reason of the fact that electricity is installed.

In some districts the electricity undertakers only install apparatus on the written consent of the owner-occupier or landlord. This consent contains a clause that, in the event of the owner-occupier or tenant not maintaining the stipulated payments, the undertakers may remove the wiring, subject to their making good all damage. Instead of entering into a hire-purchase agreement the owner-occupier or tenant consents to pay an additional charge of, e.g., twopence per unit until the cost of the installation is paid off. No debt is thereby created in favour of the undertakers, but they frequently continue to make the extra charge against a new owner-occupier or tenant. On a change of ownership, however, the extra charge is a breach of the Electric Lighting Act, 1882, ss. 19 and 20, under which every person within the area is, on application, entitled to a supply on the same terms on which any other person in the area is entitled under similar circumstances to a corresponding supply, without undue preference being shown to any person.

It will be noted that a person can only claim a supply on the same terms as any other person "under similar circumstances." The question arises whether the circumstances are no longer "similar" when the applicant's predecessor in

title has signed an agreement to pay an extra sum per unit until the cost of the installation is paid. Such an agreement, however, is not one of the circumstances contemplated by the sections, which only seek to classify consumers by reference to their mode of user, e.g., for lighting or power, or by reference to the time of day or night during which they require a supply of current. No right of removal arises, in the event of the new owner or tenant refusing to pay the extra charge. The agreement conferring the power of removal is personal to the original owner or tenant, and it is not binding on his assigns, nor does its burden run with the land.

A statutory right of removal exists under the Electric Lighting Act, 1909, s. 16, which provides that electric fittings and apparatus . . . disposed of on terms of payment by instalments, are to continue to be the property of the undertakers, and to be removable by them, so long as any instalments remain unpaid. This right of removal, however, is only exercisable against the person in default, although the section does not expressly say so. Any claim to exercise the right of removal against a successor in title is clearly erroneous, as such a claim can only be based on the assumption that the outstanding charges constitute an incumbrance on the land. This is not the result of the section, which only creates a remedy against the original owner or occupier personally. A new owner or occupier is not in arrears with any payments, and the right of removal cannot be exercised against him. It follows that the further supply of electricity cannot be made conditional upon payment either of the increased charge per unit or of the whole of the outstanding balance in a lump sum.

The undertakers therefore have no means of recovering an outstanding balance, where the original consumer agreed to pay by means of an increased charge per unit. Their position is better where there is a hire-purchase agreement, although this also creates no rights against a successor in title. It does, however, create a debt from the original consumer, and the undertakers can therefore obtain judgment against him at his fresh address. If this is in the same area as the old address, the undertakers would be entitled to withhold a further supply, pending the payment of, or giving security for, the balance of any debt incurred at the original address.

Costs.

LIQUIDATIONS.

We have been asked to deal with a few of the questions that have arisen from time to time in connection with the costs of liquidations.

As is well known, company liquidations fall into three categories, namely, members' voluntary liquidations, creditors' voluntary liquidations, and liquidations under an order of the court, and the first question that arises is the important one—What costs are given priority in the case of a winding up?

So far as the costs in connection with liquidations by order of the court are concerned, the provision with regard to priority is contained in r. 192 of the Companies (Winding Up) Rules, 1929. Sub-section (1) of this rule provides that the assets of a company in a winding up by the court remaining after the payment of the fees and expenses properly incurred in preserving, realising and getting in the assets shall be liable for various payments in a prescribed order. Then follows the order in which the payments are to be made, and the first in the list is the item relating to the "taxed costs of the petition, including the taxed costs of any person appearing on the petition whose costs are allowed by the court." Next follows the remuneration of the special manager, followed by the costs and expenses of the person who makes, or concurs in making, the company's statement of affairs. After these costs and expenses have been paid, the taxed costs of a shorthand writer appointed to take an examination must be met, followed by the necessary disbursements of any liquidator appointed in any winding up by the court. Then comes the costs of any person properly employed by the liquidator, to be followed by the liquidator's remuneration and the out-of-pocket expenses of the committee of inspection.

It will thus be observed that the actual costs of putting the company into liquidation in a winding up by order of the court will be allowed in priority to the solicitors' costs incurred by the liquidator in the course of the winding up.

It is true that s. 213 of the Companies Act, 1929, provides that the court may, in a case where the assets of a company are insufficient to satisfy the liabilities, make an order as to the payment out of the assets of the costs, charges and expenses incurred in the liquidation in such order of priority as the court thinks fit, but in the absence of such a direction by the court, the order of priority will be that set out in the rule quoted above.

Attention is directed, for a moment, to the precise wording of r. 192. It provides that the costs of the petition shall have priority, and included in the costs of the petition must be the costs of advertising it, and all other expenses incidental thereto. Further, the rule does not necessarily limit the order of priority to the petitioning creditors' costs only, and, moreover, a solicitor to a solvent company who has taxed his costs in respect of the petition may still prove in the liquidation for the balance of his solicitor and client costs, over and above the amount of the taxed costs: see *In re C.B. & M. (Tailors) Ltd.*, 75 Sol. J. 797.

We need not detain ourselves further on this aspect of the matter at the moment, although we may have occasion to revert to the question of the solicitors' costs in a compulsory liquidation in more detail at a later stage. At the moment, however, we propose to consider the question of the costs properly allowable in the case of a voluntary liquidation, and have referred to the order of priority in the case of compulsory liquidations merely for the purpose of comparison.

Rule 192, it will be noticed, applies only to liquidations by the court. For the relevant authority in respect of the costs in connection with a voluntary liquidation one must turn to s. 254 of the Companies Act, 1929. This section provides that "all costs, charges and expenses properly incurred in the winding up, including the remuneration of the liquidator, shall be payable out of the assets of the company in priority to all other claims."

Now, the question arises as to the meaning of the term "incurred in the winding up," and it arises in an acute form where the assets of the company are insufficient to meet the whole of the liabilities, as it frequently does arise in the case of a creditors' voluntary winding up. Do the words mean that the whole of the costs in connection with the winding up are to be a first charge on the assets, or does it mean that only such charges and expenses as are properly incurred by the liquidator *after* his appointment are to receive preferential treatment? If the latter is the correct interpretation, then it means that the costs incurred in putting the company into liquidation must be deferred, and will be paid only on a *pro rata* basis, together with the ordinary unsecured creditors. A distinction would thus be drawn between the treatment of the costs in a voluntary liquidation and the treatment of the costs in a winding up by the court.

The point came up for review in a county court case decided in June, 1936, and the learned county court judge there held that the words in s. 254 "incurred in the winding up" must be interpreted as meaning "incurred after the commencement of the winding up," with the result that the costs and expenses of the resolution to wind up, the advertising expenses incidental thereto, as well as the costs in connection with the meeting, must be treated in the same way as the debts of the ordinary unsecured creditors.

We will discuss the grounds for these views in our next article on the subject.

Company Law and Practice.

Moribund Companies.

A CERTAIN amount of attention was recently focussed on the law relating to moribund companies by a paragraph in the Report of the Departmental Committee appointed by the Board of Trade to consider the various evils collectively known as "share-pushing." This report was published in July of this year and shortly afterwards its bearing on company law and practice was considered in some detail in these columns. I do not propose to go over any of the ground covered by those articles, but there are, however, a number of small points connected with moribund companies which are worth investigating.

The section of the Act which deals with moribund companies is s. 295 and the reason why the Departmental Committee on share-pushing had to consider this question was that it was suggested that amendments to that section might be desirable. One of the means employed by share-pushers in order to give themselves a certain standing and to cultivate in others that misplaced confidence which is the foundation of their successes, is the acquisition of the share capital of an existing, formerly respectable, but now moribund company. [This method incidentally also involves the saving of capital duty, but this is not an important point as the share-pusher is usually well supplied with cash.] Now there are always a very large number of moribund companies, and the question was whether a means might be devised whereby the dissolution of such companies might be expedited. Under s. 295 the registrar has power to strike a company off the register, and, in fact about 5,000 companies are annually removed from the register by virtue of this provision. But the registrar is given no powers to investigate the true position of any company, and so long as the proper annual returns are made he does not, in practice, take any steps. The section prescribes that before acting he shall have reasonable cause to believe that a company is not carrying on business or in operation. In other words, there must first be something to rouse his suspicions. When his suspicions are aroused he may send a letter to the company asking if it is carrying on business or is in operation. He must then wait a month for the answer before writing a second letter, which must be sent within a fortnight from the expiration of that month. If there is still no answer his next step is twofold: he sends a notice to the company and he publishes a similar notice in the "Gazette" to the effect that the company will be struck off the register in three months. Thus, it will be seen that the whole procedure takes over two months, and the only information that the registrar is likely to get is what he may deduce from the fact that his letters remain unanswered. Now, at first sight, this may appear to be rather unsatisfactory, but the Committee came to the conclusion that it could not recommend any alteration in the law. Their decision on this point may, I think, fairly be quoted as an instance of a conflict between the checking of undesirable activities and the impeding of legitimate ones, which appears to have been one of the chief practical difficulties confronting them. Many inactive and apparently moribund companies are kept in existence for perfectly honest and legitimate purposes, such as the preservation of a name, while others may only be temporarily moribund because of adverse trading conditions. It would not, therefore, be proper to introduce legislation which would bring about the dissolution of companies in circumstances where they commonly and legitimately desire to remain in being. Section 295 is, therefore, likely to remain unaltered even though it may lead to results which favour the nefarious activities of some whose interest in company law is not directed to the general good.

To return to the procedure of the registrar under the section. At the expiration of the time mentioned in his notice and in the absence of any signs of life from the company, the registrar strikes the name of the company off the register and notice of this is published in the "Gazette." The company is dissolved on the appearance of this final notice. A proviso to sub-s. (5) provides that, notwithstanding that the company may have been struck off, the liability of every director, managing officer and member of the company, shall continue and be enforceable as though the company were still in existence. In this connection a curious situation arose in the case of *In re Brown, Bayley's Steel Works Ltd.*, 21 T.L.R. 374. There the registrar had struck off the register a large and flourishing company, the directors having failed to send in the returns as to capital, names of directors, etc., required by the Companies Acts then in force. The company and the directors thereupon petitioned that the company's name be restored to the register and offered to pay any penalty the court might think fit to impose. Buckley, J., expressed himself as anxious to mark his disapproval of the company's delinquencies by exacting some penalty, but he was unable to find any power enabling him to do so. The point to be remarked is that dealing with the liability of the officers and members of the company. The learned judge pointed out that the result of the dissolution was to preserve the existing liabilities of these persons and further, after the company had ceased to exist, to make them personally liable for its engagements. They were in fact in the position of persons contracting as agents of a non-existent principal. Did the act of restoring the company's name to the register relieve them from these liabilities? Buckley, J., held that the mere making of such an order did not automatically carry this relief with it.

There is a long period during which the action of the registrar is open to review. Until twenty years have elapsed from the publication of the notice of dissolution in the "Gazette" the company itself, or any of its members or creditors, who are aggrieved by the removal of the company's name from the register, may apply to the court, and the court, on being satisfied that the company was at the relevant date actually carrying on business or in operation or for any other just reason, may order its name to be restored. An office copy of this order must then be delivered for registration to the registrar and the company resumes its active existence as though it had never been dissolved. The application is by petition, to which the registrar is made a respondent, the costs being, as a general rule, borne by the applicant. An outsider has no *locus standi* to appear in opposition to the petition and be heard on its merits. In *In re Conrad Hall & Company Ltd.* [1916] W.N. 275, the company was struck off as a consequence of not making the proper returns or answering the inquiries of the registrar. These omissions were attributable wholly to the negligence of the secretary, and on discovering that it had been struck off, the company petitioned to be restored. It alleged that it was in fact carrying on business on the date when it was struck off. On the hearing of the petition one, K, who was suing the company for rescission of certain agreements, applied to be heard in opposition to the petition and obtained leave to file evidence, without prejudice to anything which might later be argued about his *locus standi*. His evidence was that the company was not really carrying on business at the relevant date, and ought not to be restored. Astbury, J., held that K had no *locus standi*. Further, on the question whether the company itself could present the petition after it had been dissolved, the learned judge held that it could. In practice, the company's name is struck off the register within two days of the appearance of the final notice in the "Gazette," and there would otherwise, therefore, be practically no time between such publication and striking off when the company can take the necessary steps to stop the dissolution.

There is one further case which calls for notice. *In re Walter Wright Ltd.* [1923] W.N. 128, was a case where a company, having been struck off the register through failure to give the registrar proper notice of the change of its registered office, a petition for its restoration was presented by

two shareholders, one of whom was also its managing director and secretary. The only respondent was the registrar. P O. Lawrence, J., ordered that the petition be amended by joining the company as co-petitioners. The reason for this lies in the practice of requiring the company to give an undertaking to make all the returns which are required to be made and which have been neglected, the company paying the requisite fees therefor.

A Conveyancer's Diary.

Attornment Clause in Mortgage. Issue of Summons for Possession equivalent to Re-entry.

A case raising a rather curious point was before the court recently—*Woolwich Equitable Building Society* v. *Preston* [1937] W.N. 377; 81 SOL. J. 943. The defendant Preston demised a house to the plaintiff society by a mortgage in a usual building society form to secure an advance repayable by instalments. Clause 3 of the mortgage provided "At any time before this security shall have been vacated or redeemed as aforesaid the society may without any further consent on the part of the mortgagor . . . sell the mortgaged property or any part thereof: Provided always that the Society shall not exercise any of the foregoing powers unless and until default shall have been made by the mortgagor in payment of some instalment or fine or other moneys herein covenanted to be paid by him." Clause 6 was as follows: "The mortgagor hereby attorns and becomes tenant from year to year to the Society of such part or parts of the mortgaged property as are in the occupation of the mortgagor at the yearly rent of sixpence if demanded: Provided always that the Society may at any time after the power of sale hereby conferred shall have become exercisable and without giving to the mortgagor any previous notice to quit enter upon and take possession of the mortgaged property whereof the mortgagor has attorned tenant as aforesaid and determine the tenancy created by such attornment. And that neither the receipt of the said rent nor the tenancy created by the said attornment shall render the Society liable to account as mortgagee in possession."

The defendant having defaulted in payment of moneys due under the mortgage the society issued a summons asking that the defendant might be ordered to give possession to it of the mortgaged premises which were in his occupation, and also for an order for payment of the instalments and subscriptions payable under the mortgage which were in arrear.

The defendant did not appear to the summons, but it appears that on the summons coming before the Master, he raised the point that upon the true construction of the attornment clause in the mortgage there was a yearly tenancy and that if that tenancy was to be determined otherwise than by six months' notice, there must be compliance with the proviso to the attornment clause, that is to say, that the society must actually enter into possession and that as there had been no such compliance the tenancy had not been determined.

Against that ingenious contention the case of *Moore* v. *Ullcoats Mining Co. Ltd.* [1908] 1 Ch. 575, was cited.

That was a case arising upon a proviso for re-entry in a mining lease. The proviso for re-entry was in the usual form and the lessees having broken some of the covenants in the lease the power of re-entry was exercisable. The lessors gave notice in writing that they had determined the lease, and possession not having been given they issued a writ claiming possession and also claiming an injunction to restrain the lessees from working the mine so as to occasion damage to it, and other relief. One of the questions was whether the issue of the writ was a re-entry or equivalent to a re-entry, and in the course of his judgment Warrington, J., said: "I think that it is now settled that under a proviso for re-entry such as the one in the present case, a writ claiming *simpliciter*, and any further relief which is incidental to a claim for possession, would be equivalent to a re-entry, and if this writ is to be regarded as a writ of that nature then there has been a sufficient re-entry within the meaning of the covenant and the lease is terminated." In fact, the learned judge held that the writ in that case was not an unequivocal claim to possession because there was a claim for an injunction, but there was no doubt that in the instant case the claim to possession was unequivocal, the only claim joined with it being for payment of arrears of instalments due under the mortgage.

In his judgment in *Moore* v. *Ullcoats Mining Co.*, Clauson, J., applied what was said by Warrington, J., to the case before him and decided that the issue of the summons was equivalent to re-entry, and that therefore the proviso in the clause in the mortgage conferring the power to re-enter had been complied with.

The learned judge made some observations on the form of the attornment clause. His lordship said: "The attornment clause in the mortgage is a clause which has been in use for many years past. It will be observed that the yearly rent reserved is sixpence. The clause some years ago was usually in a form which mentioned a substantial rent, and where it took that form it had considerable virtue in that it gave the mortgagee the right to distrain against the mortgagor. For reasons connected with legislation the practice of reserving a substantial rent ceased to be usual, and the subsequent practice has been to reserve only a nominal rent, with the result that the power of distress created by the clause has become valueless."

The legislation to which the learned judge referred was doubtless s. 6 of the Bills of Sale Act, 1878, which enacted as follows:—

> "Every attornment instrument or agreement not being a mining lease whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present future or contingent debt or advance and whereby any rent is reserved or made payable as a mode of providing for payment of such interest on such debt or advance or otherwise for the purpose of such security only shall be deemed to be a bill of sale within the meaning of this Act of any personal chattels which may be seized or taken under such power of distress: Provided that nothing in this section shall extend to any mortgage of any estate or interest in any land tenement or hereditaments which the mortgagee being in possession shall have demised to the mortgagor as his tenant at a fair and reasonable rent."

Inasmuch as a bill of sale being a security for money must be in the form provided by the Bills of Sale Act, 1882, and registered under that Act, it is obvious that the attornment clause ceased to be of any use for the purpose of giving a power of distress.

The attornment clause is, however, still of some value as affording a simple method of the mortgagee obtaining possession, for the fact that a mortgage containing such a clause is deemed to be a bill of sale does not affect its validity, except as regards the power to take possession of chattels. So in *Woolwich Equitable Building Society* v. *Preston*, the attornment clause enabled the mortgagee to obtain an order for possession upon a summons, and a mortgagee might also claim possession by specially endorsed writ under R.S.C., Ord. 3, r. 6, and obtain judgment under Ord. 14, r. 1 (see *Mumford* v. *Collier* (1890), 25 Q.B.D. 279).

It will be seen that the proviso to s. 6 of the Bills of Sale Act, 1878, excepts a mortgage from the operation of the section where a mortgagee has gone into possession and granted a lease to the mortgagor at a fair and reasonable rent. It was held in *Re Willis, ex parte Kennedy* (1888),

21 Q.B.D. 384, that the proviso applies only to cases in which the mortgagee, having previously taken possession of the mortgaged premises, has demised them to the mortgagor, and not to a case where the demise is created by the mortgage deed itself.

It has also been held in relation to the proviso to s. 6, that the rent reserved by the lease from the mortgagee to the mortgagor must not be so excessive as to lead to the conclusion that the lease was not intended to create a real rent or a real tenancy, but was a mere device to enable the mortgagee to obtain an additional security upon the chattels of the mortgagor (see *Ex parte Jackson, Re Bowes* (1880), 14 Ch. D. 725). The rent should, therefore, not be fixed in relation to the interest or other moneys payable under the mortgage, but should be "fair and reasonable" having regard to the actual letting value of the property.

Landlord and Tenant Notebook.

Procedure under L.T.A., 1927, Pt. I.

THERE is reason to believe that Pt. I of the Landlord and Tenant Act, 1927, has occasioned a very large number of amicable settlements. The cases in which notices have been served and proceedings actually instituted and then compromised have been very numerous, and the authors of the measure are to be congratulated on having provided weapons which achieve their object by being flourished only.

This may or may not be due to the nature of the procedure prescribed which, while aiming at simplicity, necessarily makes litigation by those who claim and resist claims for compensation or new leases somewhat protracted.

Normally the claimant commences proceedings in the county court within the district of which the premises are situated; but by agreement, claim or application may be heard in the High Court, or they may be transferred to the High Court on application made to the latter, under what is now s. 111 of the County Courts Act, 1934. The condition of such a transfer is that the court shall think it desirable that the proceedings should be heard and determined by the High Court. Authorities decided under the corresponding provision of the repealed Act of 1888 (s. 126) show that the tests of desirability are that there is a difficult point of law to decide, and that that point of law is of general importance. In one case, *Potter* v. *Great Western Colliery Co.* (1894), 10 T.L.R. 380, the additional ground that a great deal of expert evidence was to be called carried some weight; and while under L.T.A., 1927, s. 21 (4), not more than one expert witness is to be heard without leave, that provision is limited to proceedings before referees, so that an application to transfer may perhaps be supported by the argument that leave will not have to be asked. The court may impose conditions when granting the order or writ of *certiorari* by which the proceedings are transferred; this, on the authorities, is a power which may be exercised to protect litigants of humble means. If no such conditions are imposed, the costs of the whole of the proceedings are in the discretion of the High Court (County Courts Act, 1934, s. 73).

Normally, then, the institution of proceedings takes place in the local county court. Formerly this was done by issuing an ordinary plaint; but the Rules of 1936 created a new proceeding called an originating application and make it the proper instrument for commencing proceedings under L.T.A., 1927: Ord. 40, r. 3. (The rule does not limit itself to Pt. I in terms; but Pt. II creates no new remedies.) The proceedings thus become a "matter" and not an "action." However, the application has to be filed and served and has to state particulars. Under the old procedure particulars were filed separately, and the form demanded rather fewer details than the present one; the additions include a description of the holding, particulars as far as known of any assignment or other devolution of either term or reversion, and the date on which the applicant quitted the holding if he has quitted it. Further, the form introduced by the 1936 Rules provides for a statement of the amount for compensation for goodwill to which the applicant alleges that he would be entitled (under s. 4) when he is in fact claiming a new lease: this suggests that cognisance was taken of the ruling in *Simpson* v. *Charrington & Co. Ltd.* [1934] 1 K.B. 64, C.A. (left undisturbed when the House of Lords reversed that decision—[1935] A.C. 325) that a notice of claim was not bad for being in the alternative. "To get a new lease," said Scrutton, L.J., "the tenant must prove that the amount of compensation he would receive under the Act would be less than his loss of goodwill if he moves his trade to other premises. To require the tenant when he issues his notice to know and state accurately what result should follow from this complication appears to me likely to defeat by technicality the consideration of the matter on the merits." There is no reason why what applies to the notice should not apply to the claim itself, and the rule cited reflects this reasoning.

Answers must be filed, within fourteen days of service of the application, giving the grounds on which the claim is resisted; but no particular form is prescribed for an answer.

The next stage is the determination of the mode of trial; for just as it is open to the parties to agree to litigate in the High Court, so they may by agreement have the matter disposed of otherwise than by reference to a referee. If so, they must file a memorandum of the agreement within fourteen days of the service of the application on the respondent. Failing this, the court selects a referee from the panel constituted under the Act, and advises the parties. The reference and report follow substantially the procedure indicated by what is now the County Courts Act, 1934, s. 90, which replaced s. 6 of the Act of 1919.

When the parties agree to the claim being decided by the High Court, an originating summons issued out of the King's Bench Division is the first step; no appearance is necessary, but the summons has the effect of a summons for directions. In the case of transferred proceedings, again no appearance is necessary, but any party may take out a summons for directions. These summonses must give particulars of the claim and premises and the amount, if any, claimed, but the elaborate details demanded by the present County Court Rules are not required by R.S.C., Ord. 53D.

The matter may be determined by the judge, or referred by him to one of the L.T.A., 1927, referees, or referred by him to arbitration under the Arbitration Act, 1889.

Normally, of course, the hearing by the referee is the determining stage in proceedings under Pt. I of L.T.A., 1927. The fact that this means at least three stages—the reference, the hearing, and the motion to adopt or vary or remit or reject the report—makes the disposal of a claim a more protracted affair than an ordinary action. This, however, having regard to the nature of the claims brought, seems inevitable; the fact that in *Simpson* v. *Charrington & Co., Ltd., supra*, the reference took ten days and the shorthand note 700 pages would afford an argument liable to cut both ways in any controversy on the subject.

Mr. Frederick Henry Stapley, solicitor, of Eastbourne, left £106,205, with net personalty £103,343. He left, subject to his wife's life interest: £2,000 to the Bishop of Chichester's Diocesan Fund for clergy pensions; £1,500 to the Princess Alice Memorial Hospital, Eastbourne; £1,000 each to the Royal National Hospital for Consumption, Cancer Hospital, British Home and Hospital for Incurables, and National Benevolent Institution; £500 to the Leaf Homœopathic Cottage Hospital, Eastbourne; £250 each to the Royal Eye Hospital, Eastbourne, Eastbourne Ear, Nose and Throat Hospital, N.S.P.C.C., Royal Association in aid of the Deaf and Dumb, National Institute for the Blind, Mission to Seamen, and the Church Missionary Society; and the ultimate residue equally between the Royal Agricultural Benevolent Institution, the Solicitors' Benevolent Association, and Eastbourne College.

Our County Court Letter.

LIABILITY FOR OPENING GATES.

In *Stanhope* v. *Pailton Co-operative Society*, recently heard at Rugby County Court, the claim was for £100 as damages for negligence. The plaintiff was a farmer, and had left three horses in a field, through which an employee of the defendants had had occasion to go for the purpose of delivering bread. The plaintiff's case was that the gate had been left open, as a result of which a racehorse had strayed on to the road, and had been killed by a motor car. The matter had been investigated by the police, but no proceedings had been taken against the plaintiff for permitting the horse to stray. The defendants' case was that, at the spot where the horse was killed, new palings were afterwards put in the hedge, which had apparently contained gaps beforehand. Their bread deliverer had carefully closed the gate, and had found no hoof marks there the following day. His Honour Judge Hurst observed that the evidence of the defendants' driver did not agree with his statements to the plaintiff and the police. He had apparently left the gate open, hoping the wind would close it again. Judgment was given for the plaintiff for £75 and costs.

SUB-TENANT'S STATUTORY TENANCY.

In the recent case of *Riley* v. *Comer*, at Birmingham County Court, the claim was for possession of No. 2, back of No. 51 Ladywood Road, Birmingham. The plaintiff's case was that, on the premises becoming vacant in March, 1937, he had obtained vacant possession, but this had not decontrolled the premises, which were a Class C house. The tenants of No. 51 had therefore taken No. 2 at the back, to live in, and had intended using No. 51 as a shop, paying a rent of 29s. for the whole. No. 51 was decontrolled, and the rent had been 16s. The tenants left in May, 1937, and the plaintiff then found the defendant in possession of the back house as an alleged sub-tenant. The plaintiff did not recognise the sub-tenancy, and contended that the defendant was a trespasser. The defendant's case was that the premises had been sub-let to him, at 15s. a week, with the plaintiff's consent. When the tenants left the front premises the plaintiff offered the front and back to the defendant at the same rent, viz., 29s., or else he must leave. The defendant refused to take the whole of the premises, and contended that he was a statutory tenant of the back at the standard rent, viz., 8s. 10d. His Honour Judge Dale held that the premises were sub-let with the plaintiff's consent, and therefore the defendant, as a statutory tenant, was entitled to judgment with costs on Scale B.

SECURITY FOR HOTEL BILLS.

In the recent case of *Paisey* v. *Hogg* at Bournemouth County Court, the claim was for £6 10s. as the balance of an account for hotel expenses. The plaintiff was the proprietor of a hotel, and the evidence of his chambermaid was that the defendant had booked accommodation for himself for one or two nights and for four people for a week. A party of five, including the defendant, arrived on a Saturday, but on the Monday the defendant went to the office and demanded an account in five minutes, otherwise he would leave. As a security against the defendant leaving without paying, the ignition key of his car was removed by the hall porter, under the plaintiff's instructions. A bill was presented for the accommodation for one person for two days and for four people for a week. The defendant disputed liability, but his ignition key was eventually returned to him. The defendant's case was that the chambermaid had misunderstood the booking, which was for no definite period. His Honour Judge Cave, K.C., observed that, even if there was a dispute, the plaintiff had no right to remove the ignition key. Judgment was given for the defendant, with costs.

Land and Estate Topics.

By J. A. MORAN.

The pronounced improvement in the market for real estate was well maintained this month; in fact, one would have to go back some time to find so much activity in the month of November. Ground rents, shops and urban residential property made an excellent show; the large residential domain was not much in evidence, but we are promised some very interesting auctions between now and Christmas.

Not long ago, it would be safe, in the middle of November, to form a reliable opinion of the year's tendencies, but there are so many sales of large estates definitely arranged for the next few weeks, the wisest course before making comparisons is to "wait and see."

The sale of Norfolk House was inevitable owing to the pressure of modern conditions, and it is to be hoped that the historic building does not pass into the hands of the destroyer. Crewe House had the singularly good fortune to be acquired by one who was, and is, determined to maintain its dignity and charm, and there is a general wish that Norfolk House will have a similar experience.

The chances of fate have resulted in the turning of town mansions, complete with ancestral furnishings, into hotels, and the splitting up, into small lots, of estates that had been intact for centuries; but there are occasions when the break between the old tenant and his landlord loses much of its sting. The sale, for instance, of many square miles of Highland property belonging to the Duke of Richmond and Gordon means that the State itself becomes the new landlord, and there is no immediate prospect of the tenants being disturbed. Further, there is no reason why the Crown should content itself with maintaining the lines followed in the past, with a large proportion devoted to the grouse moor. If human beings can make a living on the land, it is not at all unlikely there will be some fresh developments in the near future.

The President of the Board of Trade is satisfied that anyone who invests money in mushroom companies is taking a very great risk. At the moment, however, Mr. Stanley had not in mind the company that rises with a rush and is built on promises; mushrooms grown at a profit was his concern. But before I invest my money in mushrooms grown by another party, I will buy a bit of land and do my own cultivation.

Not every old village has Newlyn's flair for publicity in resisting excessively drastic clearance schemes. Its old inhabitants appear to have done very well, and now we may expect other threatened villagers to wend their way to the Houses of Parliament, in lorries or carts.

The showplaces can look after themselves. The real peril hangs over the old stray rural cottage without occupant or friend that is an easy prey to the destroyer. There are many of them spread all over the country, and no time should be lost in coming to their rescue. They are part of our nation.

Mr. Albert Horrox, senior partner in a well-known firm of auctioneers, in Leeds, intends to retire at the end of this year. Sixty years ago he obtained the position of office boy to an auctioneering firm known as Hutton & Sons. Some years later the style of the firm was changed to Hutton, Son and Horrox, and it was not long after that the present style of the firm was adopted.

When a man in the dock at Wragby (Lincs.) Police Court was charged, under the Poaching Prevention Act, the magistrates were very quick to send him to prison for two months. "Hold hard" said the man in the dock, "You can't do that." A hurried conversation with the clerk convinced the Bench that he was quite right. A fine was substituted.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Covenant by Lessor AS TO BUSINESSES TO BE CARRIED ON IN OTHER PREMISES OF HIS.

Q. 3517. X, the owner of several shop premises, granted a 999 years lease of one of them to A. In this lease A covenanted not to carry on certain businesses intended to be carried on by X's future lessees in the other premises. X, in the said lease, covenanted with A that none of the businesses to be carried on in X's other premises would be of the same nature as that allowed to A. A underlets on a weekly tenancy and his tenant carries on the business which A is entitled to carry on. X leases the other premises and a tenant of one of these lessees commences to carry on a business of the same nature as that of A's tenant. By this reason competition is rendered which was not intended when the covenants were entered into, and A's tenant has suffered loss. It is presumed that, as the premises are leasehold, there is no necessity to register these restrictive covenants, and this was not done. As A's tenant is suffering loss and has complained to A, we should be glad if you would let us know what remedies A has in the matter affecting himself and his tenant.

A. There was no necessity to register the covenants as between the parties to the lease and their assigns. If the covenant by X was as stated, that none of the other premises should be used for certain businesses, and this covenant has been broken, A has a right of action for damages, but A's sub-tenant not being an assignee cannot himself sue, and at the moment A cannot prove that he has suffered damage so long as he is getting from his sub-tenant the rent at which he let the premises before the competing business was set up. If A loses his tenant on that account, or, possibly, if the tenant says he will leave if the competition is not stopped, then damage can be shown. Whether independently of damage A could get an injunction against X, would, it is considered, depend on whether X has permitted the user contrary to the covenant on which the query is not sufficiently explicit. The sub-tenant of one of the other lessees who is carrying on the business complained of would be deemed to have notice of the terms of his own landlord's lease (*Gosling* v. *Woolf* [1893] 1 Q.B. 39), and could be restrained by X if the lease under which he was sub-tenant contained a restrictive covenant. A should apply to X to take the necessary steps to stop the infringement, which he may do if the proper covenant was inserted in the "other lease" referred to.

Intestate—APPROPRIATION IN PART SATISFACTION OF SPOUSE'S CHARGE FOR £1,000.

Q. 3518. A died intestate on 10th January, 1937, leaving a widow, B, and two children, both of whom are infants. A part of A's estate consists of a small freehold house (in which the deceased resided), which is valued roughly at £600. Administration has been granted to the widow, B, and to the father of the deceased. Under the Ad. of E. Act, 1925, the widow is entitled to £1,000, free of death duties and costs, with interest, and would like to take the freehold house in part payment of the £1,000. Her co-administrator agrees that this would be beneficial to all parties, and the question arises as to the way in which the house can be transferred to B. As B is willing to take the house at the price agreed between the administrators and the Inland Revenue authorities for the purpose of estate duty, it is assumed no question will arise as to the adequacy of the price, and that a full disclosure of the facts in the document vesting the property in B will be sufficient to dispose of any subsequent objection of a trustee improperly purchasing trust property (as the administrators hold the residue of the deceasee's property on statutory trusts (Ad. of E. Act, 1925, s. 47)).

(1) Can the administrators appropriate the house as part payment of B's £1,000 ? and

(2) If so, can the administrators transfer the house by way of assent to be made by them as personal representatives of the deceased, or will a formal conveyance be necessary ?

A. The house can be appropriated in part satisfaction of the £1,000 and interest. Section 41 (3) says the personal representatives shall employ a duly qualified valuer where such employment may be necessary. It would, it is considered, be safe to rely on the value at which the district valuer assessed the property for duty. If this value is not accepted, then, as infants are concerned who cannot bind themselves by giving a consent, a valuer should be engaged and his valuation recited in the instrument. The house can be transferred by assent, but *ad valorem* stamp duty will be payable according to the ruling of the Controller of Stamps, so that nothing is gained by not having a conveyance.

Husband's Loan to Wife's Firm.

Q. 3519. A is a married woman in partnership with her son as builders. B, the husband of A, is prepared to lend funds to the partnership providing he can obtain security that will not be defeated by Bankruptcy Act, 1914, s. 36 (1). The partners offer an agreement to purchase land (under which agreement they have entered and have begun building) as security. B is prepared to accept this, realising that he might have to complete the purchase if the partnership fails. Would such a charge be effective against the trustee in bankruptcy ?

A. The section only applies to loans to a wife for the purposes of her tradé or business. It does not apply to a case like the present, in which the proposal is to lend money to a firm. The fact that the lender's wife is a partner will not prevent him from proving against the joint estate on an equal footing with the other creditors of the firm. The proposed charge would, therefore, be effective against the trustee in bankruptcy.

Partnership Dispute.

Q. 3520. A partnership has been dissolved by notice, the validity of which is not disputed. There is a difference between the parties as to goodwill. One of them wishes to sell his goodwill to the others, or, alternatively, buy theirs, to which the others do not agree. The goodwill is purely personal, and has no assessable value apart from personality. All of the partners except one, therefore, prefer that each should keep his own goodwill. The partnership agreement has a clause providing that any difference between the parties shall be referred to arbitration. Do you consider this clause covers a dispute of this nature ? Your views will be appreciated.

A. The dispute is within the category of those which are to be referred to arbitration within the clause in the partnership agreement. The clause could be pleaded as a defence to any action at law.

Mistaken Payment of Tithe.

Q. 3521. In 1931, A.B., for whom we acted, and still act, entered into an exchange of certain closes of land with C.D. The lands belonging to A.B., which were conveyed to C.D., were a part of a much larger property. It appears that the land conveyed to C.D. was subject to several small payments of tithe, each of which was separately charged on the various closes. The remainder of the land belonging to A.B. and retained by him was also subject to this tithe. No contract, except such as may have been contained in correspondence, was entered into, but the exchange was made by deed. C.D.'s solicitors raised no requisitions nor did they ask if there were any outgoings payable. Subsequent to the exchange the tithe owners demanded their tithe from A.B. who, believing that the tithes demanded related wholly to the land which he had retained, paid the same and has continued to pay the same until the present time. It has now been discovered that a portion of the tithe from the date of the exchange ought to have been paid by C.D. Doubtless there was carelessness on the part of A.B. in not making enquiries, but the fact is that the payments were made owing to a mistake of fact. A.B. now wishes to recover the tithe which has been paid by him extending back over a period of five years, but it is understood that C.D. refuses to pay, alleging that the tithe was never disclosed to him. There seems no doubt that the amount can be recovered but we should like to have your opinion that it is properly recoverable from C.D.

A. The opinion is given that the amount cannot be recovered. The tithe was paid to the tithe owner, and this was an admission of liability, which A.B. is not estopped from denying. The question suggests that the amount is recoverable, however, from C.D. The difficulty is that A.B. did not pay as agent for C.D., and C.D. has evidently not ratified the payment. The facts are governed by the same principles as those in the case of *Duke of Beaufort* v. *Watkins* (1937), 81 Sol. J. 73, and C.D. would have a good defence.

General Interim Development Order.

Q. 3522. A client is the owner of property included in the area affected by a resolution to adopt a town planning scheme which has received the approval of the Ministry of Health, and there has been a general interim development order. The scheme is understood to restrict the immediate area to private dwellings, and it was partly in reliance on this restriction that the property was bought. An adjoining owner has now applied for approval of plans which are understood to involve a departure from the scheme, as the proposed building is not for private dwelling purposes, and is of such a nature as to seriously depreciate the value of our client's property. Written notice of opposition to the approval of the plans has been given to the local authority concerned, but they take the view that those opposing have no right to an audience before their plans committee. The Town and Country Planning General Interim Development Order, 1933, appears to make no provision for opposition to a departure from the scheme, although there is a provision for opposing the making of a scheme. It is desired to be sure whether there is, in the circumstances, any right to an enquiry at which the owner's point of view can be actively represented and if so under what acts or rules. If not, can anything further be done to oppose the passing of the plans?

A. A representation should be made to the Minister of Health that, as the questioner's client has not been negligent in buying the property without investigation, it is in accordance with natural justice that he should be heard in opposition to the proposed departure from the scheme. The schemes are not intended to be rigidly adhered to, and the Minister is concerned to hold the balance evenly between local authorities and property owners.

To-day and Yesterday.

LEGAL CALENDAR.

22 NOVEMBER.—On the 22nd November, 1688, Gilbert Elliot, afterwards Lord Minto, and a judge of the Court of Session, was admitted advocate.

23 NOVEMBER.—On the 23rd November, 1830, Lord Chancellor Brougham took his seat in the House of Lords as a peer. To various friends he had confided that he was entitled to the Barony of Vaux by descent through the female line, and when the King conferred a peerage on him on his elevation to the Woolsack he assumed the title of Lord Brougham and Vaux. Spiteful wits declared that Henry Brougham had destroyed himself and was now "*Vaux et præterea nihil.*"

24 NOVEMBER.—The great Pearl Robbery Case at the Old Bailey in 1913 had all the elements of the best of detective thrillers. The disappearance in the post between Paris and London of the most famous pearl necklace in the world, worth £150,000, so that when the owner opened the packet he found only eleven lumps of sugar, makes a promising beginning for a mystery story. The central figure of the tale was a genuine master criminal and there was a hunt all over London with detectives shadowing suspects, accomplices shadowing the police, and more police shadowing the accomplices. The last scene in court was on the 24th November, when the chief conspirator got seven years' penal servitude and his friends somewhat less.

25 NOVEMBER.—When two men named Doyle and Valline were capitally convicted at the Old Bailey in 1769 for destroying work in the looms, they became entangled in a queer legal problem, for the Recorder of London sentenced them to be hanged at "the usual place of execution," but the subsequent warrant to the Sheriffs named "the most convenient place near Bethnal Green Church." As Tyburn was the usual place, they were instantly seized with technical doubts as to the performance of their duty. They consulted the King. They took the opinion of Serjeant Glynn. Finally, on the 25th November, after a month of suspense, a meeting of all the judges was convened at Lord Mansfield's house, and it was unanimously decided that it would be quite lawful to hang the men at Bethnal Green.

26 NOVEMBER.—On the 26th November, 1683, Gray's Inn began to look to its amenities, for it was ordered "that noe laundress that belongs to any Chamber of this Society do presume to lay any dust or ashes in any of the courts of this Society on paine of being expelled from this Society." At the same time it was ordered "that Mr. Treasurer be desired to erect a place in the corner neere the Dutchy Office for the laying of all dust and ashes in readiness for the scavenger to carry away and that the scavenger doe every morning clense the courts from all filth, dust and ashes." (The Duchy Office stood between the Chapel and the Hall.)

27 NOVEMBER.—On the 27th November, 1813, in the course of one of the political trials then all too frequent in the Irish King's Bench, a personal attack by Saurin, the Attorney-General, provoked O'Connell to an extraordinary retort, in the course of which he declared: "I am his equal at least in birth, his equal in fortune, his equal in education, and, as to talent, I should not add that but there is little vanity in claiming equality . . . My profound respect for the Bench overcomes those feelings which elsewhere would lead me to do what I should regret—to break the peace in chastising him." The judges, scandalised at these words, threatened to commit him.

28 NOVEMBER.—On the 28th November, 1893, Anthony Hope Hawkins, barrister and novelist, was walking back to the Temple after winning a case at Westminster County Court when suddenly the name

"Ruritania" came into his head. In his walk he chanced to pass two men bearing a curious resemblance to each other. Here was the germ of a story. Back in Brick Court he thought it over. Next morning he began to write. In a month "The Prisoner of Zenda" was finished.

THE WEEK'S PERSONALITY.

When Gilbert Elliot was admitted advocate in 1688, he had a peculiar career behind him. As one of the most desperate Scottish Whigs he had been engaged in plots abroad and rebellion at home. He had fled the country, suffered forfeiture and been condemned to death. After his pardon he had also failed in his first examination for admission to the Faculty of Advocates. For one of his political colour, 1688 was a propitious year in which to embark on a new career. The man who had collected money in Germany and Geneva to finance Argyle's abortive rising and who had actually been in arms with the Earl, was one of the deputation from Scotland who invited the Prince of Orange to take possession of Britain, and when the Whig revolution was accomplished he reaped the reward of his varied services. His practice grew large. In 1692, he became Clerk to the Privy Council and a knight. In 1700, he advanced a step and became a baronet. Finally, he completed his transformation from rebel to pillar of the law by climbing into a vacant seat in the Court of Session, assuming the title of Lord Minto, and here for a dozen years he rested in ease and security from the trials of a varied life.

TIME AND THE CLOCK.

An evening paper recently published a little story of Swift, J., which was new to me. Once at the Hereford Assizes, a barrister, in spite of several hints from the bench, was extending his speech to an intolerable length. Very weary, the judge fixed a meaning look on the clock at the back of the court and the counsel, becoming aware of this at last, remarked: "The clock has stopped, my lord." "Yes," said Swift, J., "and I thought time had stopped with it." On that occasion the judge got the better of the exchange, but sometimes the reverse occurs. There was once a young counsel, afterwards to rise to eminence (I think it was Lord Darling), who had occasion to make a particularly long speech. It grew late and at last the judge asked him: "Do you notice the hands of the clock?" The barrister glanced at them and replied: "They seem to be in the usual position for the time of day." Then he went on with his speech.

BAD WRITING.

Mr. Justice Charles expressed himself very pithily when, at the Maidstone Assizes, he observed that the hastily written depositions supplied to him looked like the performance of an inebriated spider. It seems likely that henceforth the County of Kent will be moved to remedy this picturesque defect. It would not, of course, have lain in the mouth of all judges to utter the criticism, for they have not all acquired an elegantly legible caligraphy. Mr. Justice Stanleigh, you remember, in summing up the case of *Bardell* v. *Pickwick*, "read as much of his notes to the jury as he could decipher on so short a notice." Lord Chief Justice Alverstone, whose writing was notoriously execrable, once broke down in attempting to read some of his manuscript notes and offered an apologetic explanation. John Bell, the profoundest Chancery lawyer of his day, on whose wisdom Lord Eldon set much reliance, was said to have written in three different hands. One no one but himself could read. The second his clerk could read, but he could not. The third no living soul could decipher.

Sir Arthur Maule Oliver, solicitor, of Ovingham, Northumberland, for twenty-eight years town clerk of Newcastle, left £9,439, with net personalty £4,974.

Reviews.

Peace Without Pledges. By A. Y. JACOBS. 1937. Crown 8vo. pp. 93. London: Hutchinson & Co. (Publishers), Ltd. 2s. 6d. net.

"Without necessarily pledging itself, each nation must recognise its share of responsibility for protecting against violence any other nation with which it desires to live at peace." "Neutrality is incompatible with peace." These are the propositions on which the author bases his contribution to the controversy of peace. Supporting his argument by the analogy of the reign of law among the members of a civilised community, he contends that the active recognition of these principles would inevitably deter aggression. Though brief, this book makes weighty and somewhat exhausting reading. In it the great body of persons vitally interested in the question of peace will find a new train of thought.

Summerhays and Toogood's Precedents of Bills of Costs. Eleventh Edition, 1937. By R. S. SUMMERHAYS, Solicitor, and G. H. RICKARDS, B.A. (Oxon), Solicitor. Royal 8vo. pp. xxix and (with index) 899. London: Butterworth and Co. (Publishers) Ltd. 45s. net.

The reviewer was asked recently, by an embryo costs clerk, where he could learn to compile bills of costs. Possibly, the answer was not entirely satisfying, for a good costs clerk is the product of years of experience, and, even then, he is often at a loss when confronted by an unusual piece of procedure, and welcomes a reliable text-book.

These reflections are prompted by the appearance of a new edition of this well-known work. Summerhays' Precedents has long since taken its place as a standard work on the subject of costs and the fact that it has been used as a desk book for the last sixty years is sufficient proof of its popularity.

The appearance of the eleventh edition of this useful work is timely, for those whose duty it is to prepare bills of costs have been struggling for some time under a serious handicap, and it is a handicap that has increased during the present year on account of the new County Court Rules that came into force in January last, and which have effected a revolutionary change in the costs of county court proceedings. Apart from this, considerable alterations have become necessary to the existing precedents of costs by reason of the more or less recent new procedure rules, solicitors' remuneration orders, land registration fee orders, winding-up rules, judicial committee rules, and other rules and orders that have come into operation during the past few years. Existing text-books, moreover, have become unreliable in so far as the Supreme Court fees, county court fees and the like are concerned. All these matters have been brought up-to-date in the new edition of this old-established work.

Directions are given throughout the book as to the taxation of costs in the various divisions of the High Court and other courts, whilst copious extracts from all relevant rules and orders are furnished. In addition, there are useful tables of surveyors' and other fees.

Perhaps the most striking feature of the work is the enormous number of precedents of bills of costs that are provided. The authors have attempted to provide for every possible situation that can arise, and a glance through the 350 odd precedents in the book shows that they have achieved their purpose with a very large measure of success. In fact, it is difficult to conceive that a situation could arise that is not amply covered by one or other of the *pro forma* bills of costs.

Apart from those bills in connection with actions in the various divisions of the High Court and the county courts, companies winding-up proceedings, bankruptcy proceedings, etc., which are a matter of every-day occurrence, there are precedents for such unusual proceedings as a removal of a judgment into Scotland or Ireland, the registration of Scottish

and Irish judgments, judgments of warrants of attorney, obtaining a document sealed with the City of London Seal, applications to remit penalties as to stamp duties, and arbitrations under the Arbitration Acts, 1889 to 1934.

It is, perhaps, unnecessary to dwell further on the many useful features that are embodied in the book, except to notice in conclusion the excellent index that is provided—a matter of supreme importance if a book is to be one of ready reference. We could not do otherwise than recommend this book to all whose work brings them into touch with the subject of solicitors' costs.

Notable British Trials: The Trial of Buck Ruxton. Edited by R. H. BLUNDELL, Barrister-at-Law, and G. HASWELL WILSON, M.D. 1937. Demy 8vo. pp. lxxxvii and 457. London, Edinburgh and Glasgow: William Hodge & Co., Ltd. 10s. 6d. net.

From the medico-legal point of view this is probably the most important volume in the entire series of the *Notable British Trials*, and it is a considerable feat to have worked out and published in the year following the hearing so complete and satisfactory a survey of one of the most complicated problems ever involved in a criminal prosecution. The collaboration of the editors has produced an introduction which embraces every aspect of the case, legal, surgical and psychological, and which no one interested in criminology from whatever point of view can afford to neglect. To the ordinary lay reader one of the most astonishing elements in the case is the singular lack of curiosity exhibited by Dr. Ruxton's servants, neighbours and acquaintances in the face of a body of sinister circumstances which one would have thought should have drawn down on him instant suspicion if not actual accusation. The late G. K. Chesterton would probably have said that the crime was too obvious to be seen, and certainly this is not the least interesting aspect of a case which will always have a unique place in English legal history.

The New Divorce Act. By JAMES M. SANDERS, Barrister-at-Law. 1937. Crown 8vo. pp. 94. London: George Routledge & Sons, Ltd. 2s. net.

This handy little book, directed to the enlightenment of the lay mind, succeeds very well in compressing our divorce law into a hundred lucid pages, dealing primarily with the effect of the Matrimonial Causes Act, 1937. It includes useful notes on the Poor Persons Rules and the elements of practice, together with some forms. The style is easy and colloquial, and the ordinary reasonable man who is presumed to know the whole law will find here all he needs for practical purposes.

Books Received.

The Law of Names: Public, Private and Corporate. By ANTHONY LINELL, of the Inner Temple and South-Eastern Circuit, Barrister-at-law. 1938. Demy 8vo. pp. xxxvi and 236 (Index, 19). London: Butterworth & Co. (Publishers), Ltd. 15s. net.

A Summary of the Law of Torts. By Sir ARTHUR UNDERHILL, M.A., LL.D., of Lincoln's Inn, Barrister-at-law. Thirteenth Edition, 1937. By RALPH SUTTON, M.A., of Lincoln's Inn, one of His Majesty's Counsel. Demy 8vo. pp. lxxx and 393 (Index, 34). London: Butterworth and Co. (Publishers), Ltd. 12s. 6d. net.

The Law of Housing and Planning. By JOHN J. CLARKE, M.A., F.S.S., of Gray's Inn and the Northern Circuit, Barrister-at-law. Fourth Edition, 1937. Demy 8vo. pp. lvii and (with Index) 454. London: Sir Isaac Pitman and Sons, Ltd. 17s. 6d. net.

Income Tax Explained. By K. ADLARD COLES, M.A., F.C.A., and JOHN MACDONALD, M.A. 1937. Demy 8vo. pp. viii and (with Index) 181. London: Jordan & Sons, Ltd. 5s. net.

Notes of Cases.

Judicial Committee of the Privy Council.

Secretary of State *v.* Sunderji Shivji & Co. and Others; Secretary of State and Others *v.* Dedji Shivji & Co. and Others.

Lord Thankerton, Lord Alness and Sir Lancelot Sanderson. 16th November, 1937.

RAILWAY—GOODS REMAINING UNCLAIMED BY OWNER—CHARGES UNPAID—COMPANY'S RIGHT OF SALE—MEANING OF "PUBLIC AUCTION"—INDIAN RAILWAYS ACT (IX of 1890), ss. 55, 56.

Consolidated appeals against decrees of the High Court of Judicature, Patna. (The present report is of the first appeal, the facts in both appeals being similar for the purpose of the decision.)

The plaintiff firm (the present respondents) were coal merchants. The managing agents of a certain colliery, acting on behalf of the plaintiffs, consigned a wagon of coal to a firm called Sikri Bros. The wagon was by error sent to Doaba instead of to Adampur Station. Some three weeks after its arrival the railway company wrote to the consignees calling attention to the fact that the wagon was lying at Doaba undelivered and addressed to them, and notifying that, if within fifteen days the coal were not taken delivery of and all charges on it paid, it would be sold by public auction under ss. 55 and 56 of the Indian Railway Act, 1890. Eleven days later the railway company were requested to hand over the coal free of charges to a company called Punjab United Coal Company. Negotiations by that company for delivery to them on those terms failed. There being no local newspaper in Doaba, there was inserted in the "Civil and Military Gazette" at Lahore a notice announcing a sale of the coal by public auction nineteen days later if it were not removed and all charges paid. No information was given as to date and place of the sale, and the identification of the consignment did not reveal its nature. The wagon remaining unclaimed was then sent to Mogalpura, where there was a so-called "sale proclamation" in the Bazaar, and notice of the intended sale was posted at the station. Certain offers were made to the station-master, who accepted the highest. The plaintiffs subsequently sued the Secretary of State, as representing the railway company, for damages for alleged wrongful conversion of the coal. It was contended for the Secretary of State that the railway company's acts outlined above constituted compliance with ss. 55 and 56 of the Act of 1890. By s. 55, where charges on goods remain unpaid, the railway company may detain them and sell them by public auction, of which notice must be published in one or more of the local newspapers, or, if there are none, as the Governor-General may prescribe. By s. 56, where goods come into the railway company's possession and remain unclaimed by the owner, the company may, after notice requiring the owner to remove the goods, subject to other provisions, sell the goods "as nearly as may be under the provisions" of s. 55.

Sir LANCELOT SANDERSON, delivering the judgment of the Board, said that the only point for their lordships' decision was whether the company's acts complied with the sections. It had been argued that, as there was no local paper at Doaba or Mogalpura, and as no other manner of publishing the notice had been prescribed by the Governor-General, the company had taken all such steps as could reasonably be required to give notice of the intended sale by public auction. It was unnecessary to consider that question because the first question to be decided was whether there had in fact been any public auction of the coal. It was clear that, whether the company's right to sell the coal arose under s. 55 (2) or s. 56 (2), the sale should have been by public auction and in no other way. There was no definition in the Act of the words

"public auction," and their lordships were of opinion that they must bear the meaning ordinarily given to them in English. The words meant a public sale at which each bidder offered an increase on the price offered by the preceding bidder, the article put up being sold to the highest bidder. In the present case there had been no such sale in the ordinary meaning of the words. There was neither a sale in public nor an opportunity for competitive bidding. The company accordingly could not rely on the protection given by the Act of 1890, and the appeals must be dismissed.

COUNSEL: *H. U. Willink*, K.C., and *W. Wallach*, for the appellant. There was no appearance by or on behalf of the respondents.

SOLICITORS: *Solicitor*, India Office.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Appeals from County Courts.

Cartwright *v.* Lilleshall Co. Ltd.

Greene, M.R., Romer and MacKinnon, L.JJ.
1st November, 1937.

WORKMEN'S COMPENSATION—INJURY BY ACCIDENT—ARBITRATION—JUDGE'S REFUSAL OF APPLICATION FOR MEDICAL REFEREE—"EXCEPTIONAL DIFFICULTY"—SIGNATURE OF MEDICAL CERTIFICATE—FIRM NAME—MEANING OF "CERTIFICATE" AND "REPORT"—WORKMEN'S COMPENSATION ACT, 1925 (15 & 16 Geo. 5, c. 84), ss. 12 (3), 19 (2).

Appeal from Madeley County Court.

In August, 1934, a colliery carter was injured by accident. He was paid full compensation till October, 1934, when his employers, under s. 18 of the Workmen's Compensation Act, 1925, required him to submit to medical examination. Their doctor and his doctor having disagreed, both parties applied under s. 19 (2) for a reference to a medical referee. In November, 1934, the referee, Dr. MacLeod, issued a certificate describing his condition and saying that he had partially recovered, that he was fit for light work on the surface only, and that he should not do full work nor go down a pit before March, 1936. The certificate referred to an inspection of the stereoscopic X-rays taken in the case as revealing a fracture of the skull. Thereafter the workman was employed on light work and consequently paid a reduced weekly sum of compensation. In January, 1937, the employers again required the workman to submit to a medical examination. The certificate of their doctors given under s. 12 (3) was as follows: "We hereby certify that we examined John H. Cartwright . . . and in our opinion he has wholly recovered. The grounds of our opinion are:—We find no physical cause for either the pain or giddiness he complains of." The signature was "Legge & Legge," being the firm name of the medical partnership. In February the workman's own doctor gave a counter-certificate to the effect that he was unfit for his usual employment, relying on evidence of pressure on the brain, giddiness, blurred vision, headaches and lowering of general tone. The certificate declared him to be fit for light work. As the workman did not join in an application for the appointment of a medical referee, the employers applied under s. 19 (2). The Registrar refused the application and His Honour Judge Samuel dismissed an appeal from this decision. He referred to the fact that none of the reports of the employers' doctors had made mention of the fracture of the skull referred to by Dr. MacLeod and further considered that, as he had retired from practice and, therefore, could not again be named medical referee, the only way to obtain the X-ray photographs which he had inspected would be to hold an arbitration at which he could be called as a witness. The learned judge held that this was a case of "exceptional difficulty" within the proviso to s. 19 (2), and that a medical reference should be refused. The employers appealed.

GREENE, M.R., dismissing the appeal, said that under the proviso to s. 19 (2) the judge was the person to decide whether the matter should be settled by arbitration, and once he had formed the opinion that it should, the duty of refusing reference to a medical referee was imperative. The grounds on which the Court of Appeal could interfere were limited. Only if he had misdirected himself in law or failed to take the matter properly into his consideration, or formed his opinion without there being facts before him on which he could form it, could his decision be upset. His lordship considered the facts and held that the material before the learned judge was sufficient to justify him in holding that, owing to its "exceptional difficulty," the matter should be settled by arbitration. His lordship then referred to the certificate given by the employers' doctors under s. 12 (3) and said that it was in the plural and clearly indicated that the examination was by more than one person. If the doctors had signed individually no question could have arisen with regard to the form of the document, provided the examination had been conducted by both signatories. Nothing in the Act suggested that a joint examination by two medical men would not satisfy its requirements. The "report" mentioned in s. 19 (2) was not something different from the "certificate" mentioned in s. 12 (3). The fact that the certificate was signed in the firm name, which was merely shorthand for the signature of the two partners, did not put it outside the Act. If, however, the examination had been by one partner only, the certificate would not have been proper. The certificate should show on its face that the person giving the certificate was the person who made the examination, and if only one person made the examination and the certificate purported to be signed by two or more or on behalf of two or more, it would not show on the face of it by which of the two or more the examination had been made. Even when both partners in a firm of doctors had made an examination it was desirable in order to avoid dispute that each should sign individually, though this was not a strict requirement.

ROMER and MACKINNON, L.JJ., agreed.

COUNSEL: *Hunter*, K.C., and *P. M. Wright*; *Beney*.

SOLICITORS: *Peacock & Goddard*, for *Elliot, Smith & Co.*, of Mansfield; *Sharpe, Pritchard & Co.*, for *R. A. Willcock, Taylor & Co.*, of Wolverhampton.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Beauchamp and Others *v.* Frome Rural District Council.

Farwell, J. 1st November, 1937.

WATER—SUPPLY TO FARM BY PIPES—RIGHT DEFINED BY CONVEYANCE—INTERFERENCE BY LOCAL AUTHORITY—CAUSE OF ACTION—WHETHER PLAINTIFF CONFINED TO COMPENSATION—PUBLIC HEALTH ACT, 1875 (38 & 39 Vict., c. 55), ss. 51, 54, 303.

The owners of an estate comprising a manor house in the neighbourhood of a village as well as several farms did certain works to provide a water supply. They put in a 2-inch pipe running from the A springs to the manor house some way past the rectory. The B springs were covered in, and a 2-inch pipe laid from them. At one point a 1½-inch pipe led off to certain gardens. At a further point a ¾-inch pipe led off to a farm, certain school holdings and a cottage beyond. Further on a ¾-inch pipe lead off to Mells Green Farm (the water supply of which was in question in this action) standing on somewhat higher ground than the main pipe. The pipe then continued as a 1¾-inch pipe. Along the pipe line there were divers standpipes from which persons living in the neighbourhood could obtain such supplies as they required. There was no connection between the pipes from the A springs and those from the B springs. In 1923 Mells Green Farm was sold by auction, the conditions of sale stating that the water supply came from the B springs through pipes, and that the right to continuance of the privileges was sold with

the farm, but without any guarantee as to the adequacy or continuity of the supply. The property was conveyed to the purchasers "together with the right as now enjoyed in common with others having the like right to the water supply . . . through pipes" from the B springs "the purchasers making good all damage caused by the exercise of such right, subject always and reserving to the vendor his heirs and assigns an easement and right for a line of water pipes crossing [part of the land conveyed] together with the right at all times to enter upon the said plots of land for the purpose of inspecting, cleansing, repairing or renewing the said water pipes, the vendor his heirs or assigns making good any damage caused to the said lands by reason of such inspection, cleansing or renovation." In 1933 the purchasers sold the farm to the first four plaintiffs, giving them the same water rights as they themselves enjoyed, and in 1934 the fifth plaintiff became a yearly tenant. Subsequently in May 1934 the vendors under the 1923 conveyance sold to the defendant council the springs, reservoirs, water mains, branch pipes and standpipes constituting the water supply. In 1935 the defendants with a view to carrying out their obligation as sanitary authority of supplying water, carried out certain works, including the joining of the pipes from the A springs and the B springs. The plaintiffs, contending that the water supply at the farm had been diminished in the summer by reason of the works, sought an injunction to restrain the alleged invasion of their rights.

FARWELL, J., in giving judgment, said that the defence had been set up that under the Public Health Act, 1875, the defendants had done what they were authorised to do, and that the plaintiffs had no remedy by action, but only a claim for compensation under the Act. His lordship referred to ss. 51, 54, 16 and 308, and said that, *primâ facie*, it was not part of the duty thrown on or powers given to a local authority to invade the rights of private persons. There might be cases where councils could show that such an invasion was necessary to enable them to carry out their duties, but unless that was shown, it was something for which relief could be given in the courts. It was for the defendants to show that it was necessary and not for the plaintiffs to show that it was unnecessary. Here there had been no such evidence, and if the plaintiffs' rights had been invaded they were entitled to relief, and were not relegated to a claim for compensation. *Stainton* v. *Woolrych*, 23 Beav. 225, did not apply, because there the local authority did something which they were expressly authorised to do by statute. A power to do things in general was not an express authority. On the question of the extent of the grant in the conveyance of 1923, the defendants had argued that this was an easement so precarious that the court could not recognise it (*Burrows* v. *Lang* [1901] 2 Ch. 502). But that case did not apply, because in construing an express grant the question whether an easement would be precarious did not arise (*Schwann* v. *Cotton* [1916] 2 Ch. 459). *Burrows* v. *Lane* turned on the fact that the easement sought to be established was not the subject matter of an express grant. Though an express grant might be in such vague language that the court could not give effect to it because its extent could not be ascertained, apart from that an express grant was *primâ facie* good, and it was only a matter of construction to ascertain its extent. Having regard to all the circumstances of this case, including the fact that there was no restriction on the taking of water before it reached the farm, and that the owners of the farm were entitled to take as much water as came there, if they could get it, without charge, his lordship considered that the grant did not entitle the grantees to require the grantors to see that there was water for their benefit. If the grantors had allowed the water to run to waste because the pipe fell into disrepair or for some other reason no action would have lain. This action could not succeed as the plaintiffs, enjoying this very limited grant, could not complain of what had been done.

COUNSEL: *Turner*, K.C., and *A. Berkeley*; *Sir Herbert Cunliffe*, K.C., and *Hon. Denys Buckley*.

SOLICITORS: *Robbins, Olivey & Lake*, for *Nalder, Littler & Addleshaw*, of Shepton Mallet; *Taylor, Willcocks & Co.*, for *E. G. Ames & Son*, of Frome.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Hiscott's Indenture: Hiscott *v.* Hiscott.

Clauson, J. 18th November, 1937.

DEED—HUSBAND AND WIFE—COVENANT TO PAY ONE-QUARTER OF GROSS INCOME—RIGHT TO DEDUCT NECESSARY OUTGOINGS.

By a deed of separation a husband agreed to pay his wife such sum as, after deduction of income tax, should amount to one-quarter of his gross income. The parties were subsequently divorced. The husband, a film producer, contended that the 10 per cent. commission paid by him to his agents was a necessary outgoing in his business conceded by the income tax authorities and that he was entitled to deduct it from his earnings for the purpose of ascertaining the amount payable under the deed.

CLAUSON, J., in giving judgment said that the husband was entitled to deduct expenses properly incurred in connection with his occupation and the agency commission could be deducted before arriving at the gross income.

COUNSEL: *Hallis*; *E. Stamp*.

SOLICITORS: *Alec Woolf & Turk*; *Denton, Hall & Burgin*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

R. *v.* Barnstaple Justices, *Ex parte* Carder.

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
27th October, 1937.

LICENSING—CINEMATOGRAPH—JUSTICES' REFUSAL TO APPROVE PLANS—WHETHER *Mandamus* OR *Certiorari* WILL LIE—CINEMATOGRAPH ACT, 1909 (9 Edw. 7, c. 30), ss. 2, 5.

Rules *nisi* for *certiorari* and *mandamus* respectively directed to justices for the Borough of Barnstaple "sitting to exercise under s. 5 of the Cinematograph Act, 1909, the powers delegated to them by the Devon County Council pursuant to powers conferred on the council by the said Act in respect of matters arising within the said borough."

The justices had refused an application by one, Carder, for approval of plans for converting certain premises of which he was the owner into a cinematograph theatre (the plans having already been approved by the Barnstaple Urban District Council and the superintendent of police). By s. 2 (1) of the Act of 1909, a county council may grant licences "to use the premises specified in the licence for" the exhibition of cinematograph pictures. By s. 5 a county council is given powers of delegating to justices its powers under the Act. It was contended for the justices that the wording of s. 2 (1) contemplated already existing premises, and that the Act gave justices no power to approve plans. It was stated that there was no power contained in the Act for provisional licences, such as could be granted under the Licensing Acts, relating to intoxicating liquor in respect of premises intended to be built; but that building owners would not spend large sums for the erection of cinematograph theatres at the risk, when the money was spent and the buildings were erected, of being refused a licence; and that consequently a practice had grown up in many parts of the country, including Barnstaple, that an intending building owner should submit plans for approval to the justices, who then heard all matters relevant to the licence and any opposition there might be, and either gave or refused approval to the plans, it being then taken that, if the plans had been approved and the building was erected in accordance with them, the licence

would be granted as a matter of course when formally applied for.

LORD HEWART, C.J., said that nothing could be delegated to the justices by s. 5 which could not be found within the four corners of the statute. Therefore the only power which the justices could have had was the power "to grant licences to use the premises specified in the licence." There was not a syllable in the statute about approval of plans. Whether the procedure which had been described to the court was convenient or merely ingenious it was not necessary to decide. But it was quite impossible to argue that the justices, in following that procedure, were engaged in a judicial proceeding. They were engaged in an administrative proceeding, for which something might be said, but against which a great deal could be said. There was certainly much to be said against taking a course by which obtaining the approval of one body to plans was thought to commit another body of persons to the grant of a licence after a lapse of time, when many other considerations might have arisen to make such a grant undesirable. Either the application was one for the grant of a licence, or it was not. If it was, it was an application for the grant of a licence for premises not yet in being. If it was not, it was an application for approval of plans in an extrajudicial proceeding in a matter not known to the law. That was not a case for *certiorari* or *mandamus*. The difficulty of obtaining a licence for premises not yet in being had led to the attempt to evade the difficulty by a circuitous method. The proper way to overcome the difficulty was by express provision of a statute.

The rules must be discharged.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *Blanco White*, K.C., and *F. S. Laskey*, showing cause; *G. D. Roberts*, K.C., and *King Anderson*, in support.

SOLICITORS: *S. A. Copp*, Barnstaple; *Torr & Co.*, agents for *Toller, Oerton & Balsdon*, Barnstaple.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law

R. *v.* **Board of Control, East Ham Corporation and Mordey:** ***Ex parte*** **Winterflood.**

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
27th October, 1937.

MENTAL DEFECTIVE — ORDER FOR DETENTION — CONTINUANCE ORDER MADE SHORTLY AFTER EXPIRY OF ORDER CONTINUED—RELEVANT MATTERS CONSIDERED BEFORE EXPIRY—VALIDITY OF CONTINUANCE ORDER—MENTAL DEFICIENCY ACT, 1913 (3 & 4 Geo. 5, c. 28), s. 11 (1) (2).

Rule *nisi* for habeas corpus.

The applicant, Winterflood, a mental defective within the meaning of the Mental Deficiency Act, 1913, was in detention pursuant to an order made by the Board of Control appointed under the Act, which order expired on the 24th June, 1931. That order was continued for a further five years, expiring on the 24th June, 1936, by another dated the 29th June, 1931, the latter order, however, being based on a certificate dated the 19th May, 1931, and a special report dated the 2nd June, 1931. On the 6th July, 1936, a further continuance order was made for a further five years, to expire on the 24th June, 1941, the order of the 6th July being based on a special report and certificate, both dated the 20th May, 1936. In 1936, a home was found for the applicant with a Mr. and Mrs. Mordey, the personal respondents to the rule. The applicant obtained the rule on the ground (*a*) that the continuing order of the 6th July, 1936, was bad as purporting to continue an order which had expired on the previous 24th June; and (*b*) that the order which it purported to continue was invalid for the same reason, having been made on the 29th June, 1931, to continue an order which had expired five days before. By s. 11 (2) of the Act of 1913, "An order shall remain in force for a year after the date when . . . it would have expired, and thereafter for successive periods of five years, if at that date and at the end of each period of one and five years respectively the Board, after considering such special reports and certificate as are hereinafter mentioned and the report of any duly qualified medical practitioner who, at the request of the defective or his parent or guardian . . . has made a medical examination of the defective. . . consider that the continuance of the order is required in his interests and make an order for the purpose."

LORD HEWART, C.J., said that the question was whether, on the materials before the court, the true conclusion was that the defective was actually detained in unlawful custody, and, if so, by either or both of the first two respondents to the rule. The Legislature clearly intended that there should be no gaps, but continuity. If there were not continuity, there would be, automatically, release. Section 11 (2) dealt with different sets of circumstances in a compendious phrase. While it was necessary, in matters affecting the liberty of the subject, to be strict, it was not necessary to be unreasonable; what was the reasonable interpretation of the words must be considered. The words of the statute were, perhaps deliberately, vague in dealing in that omnibus fashion with varying circumstances. The question was when the continuance order was properly to be made. In the case of an order for a year it was at the end of the year; in the case of a period of five years (the present case) it was at the end of that period if the Board considered the continuance to be required in the interests of the patient. Then, without repetition of the words limited as to date, and without the employment of any such word as "thereupon," "immediately," or "forthwith," there followed the words "and make an order for the purpose." There was no suggestion here that the detention complained of was other than that required in the patient's interests. All that was said was that the Board's seal was not applied in due time. On those facts, he (his lordship) would have been prepared to hold that, on application of the maxim *de minimis non curat lex*, the conditions of s. 11 had been fulfilled. But he was prepared, alternatively, to hold that it was enough if the order was made within a reasonable time, always provided that the consideration of reports and the conclusions formed on them had been carried out by the time stated. In the interests of the patient, it was important that those matters should be dealt with as late as possible, and not a considerable time before the crucial date, because there might be a change in the interval. The rule must be discharged.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.) and *Valentine Holmes*, showing cause for the Board of Control; *H. G. Robertson*, for the Corporation; *W. A. L. Raeburn*, in support.

SOLICITORS: *The Solicitor, The Ministry of Health; The Town Clerk*, East Ham; *E. A. R. Llewellyn & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

R. *v.* **Shoreditch County Court Registrar:** ***Ex parte*** **Saxon Finance Corporation Ltd.**

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
29th October, 1937.

PROCEDURE—COUNTY COURT—CONTRACT OF SALE BY INSTALMENTS—UNDERTAKING BY GUARANTOR TO COMPANY TO PAY WHOLE DEBT ON PURCHASER'S DEFAULT WITH ANY INSTALMENT — DEFAULT — ACTION BROUGHT AGAINST GUARANTOR BY COMPANY IN COUNTY COURT OF ITS OWN DISTRICT—WHETHER AN ACTION BASED ON CONTRACT OF SALE—VENUE—COUNTY COURT RULES, 1936, Ord. II, r. 1, sub-rr. (1), (3).

A purchaser bought a bicycle under a contract whereby he undertook to deposit part of the purchase price and to pay the balance by instalments to a certain company at its offices which were in the jurisdiction of Shoreditch county court. A few days later the purchaser's father entered into a guarantee whereby he undertook, if the purchaser should make default

in the payment of any instalment, to pay the balance outstanding to the company at its offices on demand. The purchaser having made default in the payment of an instalment, the company moved to sue the father for the balance in the Shoreditch county court. The registrar of that court refused to cause a summons to issue, whereupon the company applied for a rule *nisi* calling on the registrar to show cause why he should not cause the summons to be issued. By Ord. II, r. 1 of the County Court Rules, 1936: "(1) Except where by any Act or rule it is otherwise provided, an action may be commenced . . . (*a*) in the court for the district in which the defendant . . . resides or carries on business; or (*b*) subject to the succeeding paragraphs of this rule, in the court for the district in which the cause of action wholly or in part arose . . . (3) Where the action is founded on a contract for the sale or hire of goods and payment is to be made by instalments, para. (1) (*b*) of this rule shall not apply."

LORD HEWART, C.J., said that it was manifest, when the subject matter of the rule and the type of action being dealt with were borne in mind, that the object of the rule was not to cause undue hardship to defendants who were not likely often to be persons of considerable means. The primary provision of the rule was that the plaintiff must seek the defendant. An exception to the principle was in r. 1 (1) (*b*), but that again was subject to the provisions of r. 1 (3). The applicant contended that the contract referred to in the action which he proposed to bring was a contract of guarantee made in the district of Shoreditch county court. The court had, therefore, to decide whether it was true to say that in the proposed action the applicants would be concerned not merely with the guarantee, but also and inevitably with the contract for the sale of the bicycle and the payment by instalments. The guarantee was by itself certainly a contract, but the contract of sale was written all over it. It was the contract of sale which alone gave meaning to the guarantee. It was necessary to look to the contract of sale to see what were the terms referred to in the expression of the consideration for the guarantee, what instalments had to be paid, when default arose, the extent of the guarantor's liability, etc. The principal contract concerned was clearly the contract of sale, and the proceedings contemplated by the company were clearly founded on "a contract for the sale of goods" for which "payment is to be made by instalments," within Ord. II, r. 1 (3). If the contract of sale were taken away, the whole substratum of the guarantee would disappear, and the company would merely have a guarantee which would be in the air and unintelligible. Cases on the question whether a particular action was founded on contract or on tort were of no assistance in the present controversy. The foundation of the company's claim was clearly the contract of sale by instalments, and when the proposed action came to be tried the company would have to refer to that contract as well as to the guarantee. The rule must be discharged.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *Valentine Holmes*, showing cause; *Douglas Potter* in support.

SOLICITORS; *The Treasury Solicitor; Vivash, Robinson & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division

Roast *v.* Roast.

Sir Boyd Merriman, P. and Bucknill, J. 4th November.

HUSBAND AND WIFE—SUMMONS FOR DESERTION—DEFENCE OF WIFE'S ADULTERY AS REASONABLE CAUSE—WIFE'S STATEMENT TENDING TO BASTARDIZE—ADMISSIBILITY—RULE IN *Russell* v. *Russell* [1924] A.C. 687—WIFE'S COSTS OF APPEAL—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 Vict., c. 39), s. 6.

This was the wife's appeal from the refusal of the metropolitan magistrate sitting at the Thames Police Court on 16th August, 1937, to grant her a maintenance order on the ground of desertion.

At the hearing before the magistrate, the husband gave evidence *inter alia* of a statement by the wife that he would have to keep a child which was coming, whether it was his or not. The husband had had marital intercourse with the wife at a date when it was physically possible for him to be the father of the child, although not of a full-time child, which hers was stated to be when it was born on 28th May, 1937. Counsel for the appellant wife submitted that the wife's statement implying that the child was not the child of the husband was inadmissible under the rule in *Russell* v. *Russell* [1924] A.C. 687, and could not be received as an admission of adultery. He referred to *Boston* v. *Boston* (1928), 138 L.T.R. 647.

Sir BOYD MERRIMAN, P., in giving judgment said, after calling attention to the fact that the parties had slept together as man and wife down to March, 1937, that by reason of that fact, it was impossible for anybody to say in a court of justice that the husband could not have been the father of the child. The case, therefore, came down to the simple question—nothing whatever to do with *Russell* v. *Russell*, *supra*—whether the phrase which the wife used: "You will have to keep the child whether it is yours or not" could be construed by the magistrate as an admission of adultery. (His lordship here referred to *Warren* v. *Warren* [1925] P. 107.) In his (his lordship's) opinion the wife was saying something which suggested in the plainest possible terms that she had had intercourse with some man other than her husband. The appeal should be dismissed.

BUCKNILL, J., in delivering a concurring judgment said that a good deal of the evidence given by the husband was inadmissible because it tended to show that he could not be the father of the child but, apart from that evidence, there was abundant material for the magistrate to come to the decision which he did, that the husband was justified in leaving his wife.

There had been no order for security in respect of the wife's costs of appeal, but the court stated that it would be assumed that the wife had obtained ten guineas security, and she would be allowed her costs, not exceeding the amount of the security.

COUNSEL: *Acton Pile*, for the appellant wife; *Stanley Rees*, for the respondent husband.

SOLICITORS: *Edward Fail; C. V. Young & Cowper.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Obituary.

MR. R. H. T. BAKER.

Mr. Reginald Henry Thurlow Baker, solicitor, a partner in the firm of Messrs. Thurlow Baker & Nolan, of Southend-on-Sea, died at Thorpe Bay on Saturday, 20th November, at the age of sixty-nine. Mr. Baker, who was admitted a solicitor in 1891, had been a member of Southend Council since 1919 and an alderman since 1929. He was Mayor in 1928.

MR. E. DESQUESNES.

Mr. Ernest Desquesnes, LL.B., solicitor, of Salford and Manchester, died at Wilmslow on Monday, 15th November. Mr. Desquesnes was admitted a solicitor in 1883.

MR. H. V. M. TITLEY.

Mr. Hugh Vyvyan Melville Titley, solicitor, a partner in the firm of Messrs. Titley & Paver-Crow, of Harrogate, died recently at the age of thirty-four. Mr. Titley was admitted a solicitor in 1929, and became a partner in the firm in 1935. He was honorary secretary of the Harrogate and District Law Society.

MR. B. A. WIGHTMAN.

Mr. Benjamin Arthur Wightman, retired solicitor, of Sheffield, died in London on Saturday, 20th November, at the age of sixty-four. Mr. Wightman was admitted a solicitor in 1897, and joined the firm of Messrs. Broomhead, Wightman and Moore, of Sheffield, which in 1920 became known as Messrs. Broomhead, Wightman & Reed. He was also a director of several companies. Mr. Wightman retired about 10 years ago, and went to North Stoneham, Hants.

Parliamentary News.

Progress of Bills.

House of Lords.

Dominica Bill.
Read Second Time. [18th November.
Expiring Laws Continuance Bill.
Reported, without Amendment. [23rd November.
Hamilton Burgh Order Confirmation Bill.
Reported. [23rd November.
Licensing of Advertisements (Scotland) Bill.
Read First Time. [24th November.
Motor Vehicles (Forfeiture) Bill.
Second Reading negatived. [23rd November.
National Health Insurance (Juvenile Contributors and Young Persons) Bill.
Read First Time. [24th November.
Quail Protection Bill.
Reported, without Amendment. [23rd November.
Road Traffic Amendment Bill.
Second Reading negatived. [23rd November.
Rutherglen Burgh Order Confirmation Bill.
Reported. [23rd November.

House of Commons.

Coal Bill.
Read Second Time. [23rd November.
Empire Exhibition (Scotland) Order Confirmation Bill.
Read First Time. [18th November.
Hamilton Burgh Order Confirmation Bill.
Read Third Time. [22nd November.
Ministry of Health Provisional Order (Halifax) Bill.
Read Second Time. [24th November.
National Health Insurance (Juvenile Contributors and Young Persons) Bill.
Read Third Time. [23rd November.
Performing Animals (Regulation) Bill.
Read First Time. [24th November.
Rutherglen Burgh Order Confirmation Bill.
Read Third Time. [22nd November
Sea Fish Industry Bill.
Read Second Time. [18th November
Small Landholders (Scotland) Act (1911) Amendment Bill.
Read First Time. [24th November
Unemployment Insurance Bill.
Read First Time. [23rd November.
Workmen's Compensation Bill.
Second Reading negatived. [19th November.

Questions to Ministers.

TRUSTEE SECURITIES.

Mr. DAY asked the Chancellor of the Exchequer whether, in view of the changed conditions in the investment market as compared with those that were prevalent when the existing list of trustee securities was prescribed, he will consider the question of setting up a committee for the purpose of considering the desirability of extending the present list of rustee investments?

Sir J. SIMON: I see no sufficient reason for considering such an extension at the present time.

Mr. DAY: Does the right hon. Gentleman realise that the cost of living is greatly different from what it was when the existing list of trustee securities was drawn up?

Sir J. SIMON: I do not think that is the point. The hon. Member refers to a "list of trustee securities." There is no such list. The law lays down conditions that must be satisfied before a security can be considered a trustee security, but various kinds of stocks and shares and other securities can fall within the definition from time to time. [18th November.

MARRIAGE LAWS.

Sir T. MOORE asked the Secretary of State for Scotland when it is proposed to introduce legislation to give effect to the recommendations made by the committee which recently investigated the marriage laws of Scotland.

Mr. ELLIOT: The recommendations of the committee are at present under consideration, and I am still receiving representations on this subject from various sources. In the circumstances I am not meantime in a position to make any statement in regard to legislation. [23rd November.

LAND REGISTRATION.

Sir M. SUETER asked the Attorney-General whether he will extend the benefits of compulsory registration of title by bringing more districts or counties within the scope of His Majesty's Land Registry, particularly those areas near populous centres where slum clearances and re-housing have created a considerable re-building and where the use of the Land Registry is at present only optional.

THE ATTORNEY-GENERAL: The Land Registration Act, 1925, authorises the making of an Order for the compulsory registration of land on sale to be made as respects any county or part of a county, but it would not be in the interests either of economic administration or of convenience to those buying and selling land to exercise this power as regards only a part of a county except in very exceptional circumstances, and it would not be practicable to pick out merely isolated areas where considerable re-building is taking place. Building developments, however, and the use of the voluntary provisions of the Act which frequently follows on building development, are constantly studied by my Noble Friend the Lord Chancellor with a view to considering the question of initiating orders under s. 120 of the Act, though, as I have pointed out in answer to previous questions, it is not possible to make substantial progress except where a mapping survey has been recently completed. [24th November.

Societies.

The Law Society.

PROVINCIAL MEETING, 1941.

The Council of The Law Society have accepted an invitation from the Blackpool and District Law Society to hold the Provincial Meeting at Blackpool in the year 1941.

Gray's Inn.

GRAND DAY.

Thursday, 18th November, being the Grand Day of Michaelmas Term at Gray's Inn, the Treasurer (Master Lord Atkin) and the Masters of the Bench entertained at dinner the following guests: Viscount Dawson of Penn, the High Commissioner for Australia (Mr. S. M. Bruce), Mr. Justice Porter, the President of the Royal College of Surgeons (Sir Cuthbert Wallace), Sir George Broadbridge, Sir Bernard Spilsbury, the Solicitor-General (Sir Terence O'Connor, K.C., M.P.), Sir Edward Poulton, Sir Holman Gregory, K.C., Mr. St. J. G. Micklethwait, K.C., and Professor H. C. Gutteridge, K.C.

The Benchers present, in addition to the Treasurer, were Mr. Herbert F. Manisty, K.C., Sir Montagu Sharpe, K.C., Sir Cecil Walsh, K.C., Mr. R. E. Dummett, Lord Thankerton, Mr. Justice Greaves-Lord, Mr. Bernard Campion, K.C., Lord Morison, Mr. A. Andrewes Uthwatt, Mr. N. L. C. Macaskie, K.C., Sir Albion Richardson, K.C., Mr. R. Warden Lee, with the Preacher (Canon F. B. Ottley) and the Under-Treasurer (Mr. S. W. Bunning).

Middle Temple.

GRAND DAY.

Friday, 12th November, being the Grand Day of Michaelmas Term at the Middle Temple, the Master Treasurer (Mr. Heber Hart, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Lord Archbishop of Canterbury, the Marquess of Bath, Viscount Wakefield, Lord Maugham, Major C. R. Attlee, M.P., the Master of the Rolls (Sir Wilfrid Greene), Mr. Justice Clauson (Treasurer of Lincoln's Inn), Field-Marshal Sir Cyril Deverell, Sir Meyrick Hewlett, Sir Edwin Lutyens, Sir Herbert Cunliffe, K.C., Sir William Rothenstein, the President of The Law Society (Mr. Francis E. J. Smith), The Rev. Sidney M. Berry, Mr. A. P.

Herbert, M.P., The Rev. the Master of the Temple (Canon Harold Anson), The Rev. Henry D. A. Major, Mr. David T. Oliver, Mr. John Traill Christie (Headmaster, Westminster School), The Rev. Howard Percy Hart, Mr. Arthur W. Kiddy, and The Rev. the Reader at the Temple Church (Prebendary J. F. Clayton).

The following Masters of the Bench were also present: Judge Ruegg, K.C., Sir Ellis Hume-Williams, K.C., Viscount Dunedin, Viscount Sankey, Mr. St. J. G. Micklethwait, K.C., The Hon. S. O. Henn Collins, K.C., Mr. J. M. Gover, K.C., Judge Dumas, Mr. A. M. Sullivan, K.C., Mr. W. E. Vernon, Mr. A. T. Miller, K.C., Mr. Cecil Whiteley, K.C., Sir Joshua Scholefield, K.C., Mr. J. D. Cassels, K.C., Sir Edward Tindal Atkinson, Mr. Bowen Davies, K.C., Mr. J. M. Paterson, Colonel Sir Henry F. MacGeagh, K.C., Mr. Justice du Parcq, Judge Lilley, Sir Thomas Molony, Mr. Henry Johnston, Mr. Trevor Hunter, K.C., Mr. Bruce Thomas, K.C., Mr. Wilfrid Price, Mr. H. C. Gutteridge, K.C., and Mr. D. Rowland Thomas, K.C., together with the Under-Treasurer (Mr. T. F. Hewlett).

Lincoln's Inn.

GRAND DAY.

Tuesday, 16th November, being Grand Day of Michaelmas Term at Lincoln's Inn, the Treasurer, Mr. Justice Clauson, and the Masters of the Bench entertained the following at dinner: Viscount Buckmaster, Lord Ellenborough, Lord Cozens-Hardy, Lord Wrenbury, Lord Hunsdon, M. Henri Decugis (representing Le Batonnier de l'Ordre des Avocats a la Cour de Paris), Lord Justice Slesser, Mr. Justice Lewis, The Hon. Albert E. A. Napier, the Dean of St. Paul's, Sir Kynaston Studd, His Honour A. W. Bairstow, K.C. (treasurer of the Inner Temple), Sir Francis Taylor, Colonel Sir Courtauld Thomson, Sir Amberson Marten, Sir Cecil Walsh, K.C., Sir Joseph Sheridan (Chief Justice of Kenya), Mr. Francis Smith (President of The Law Society), Mr. W. Reeve Wallace, Mr. R. F. Bayford, K.C., the Preacher of the Society (The Rev. Dr. Mozley), the Chaplain of the Society (The Rev. Randolph Tasker), and the Under-Treasurer (Sir Reginald Rowe).

The benchers present on the occasion in addition to the Treasurer were: Sir Harry Eve, Sir Paul Lawrence, Mr. C. E. E. Jenkins, K.C., Mr. N. Micklem, K.C., Lord Justice Romer, Lord Russell of Killowen, Lord Justice Best, Mr. F. H. L. Errington, Mr. Theobald Mathew, Lord Maugham, Mr. R. E. L. Vaughan Williams, K.C., Sir Malcolm McIlwraith, K.C., Judge Kennedy, K.C., Mr. H. A. Hollond, Sir Gerald Hurst, K.C., His Honour Hugh Sturges, K.C., Judge Reeve, K.C., Mr. Justice Crossman, Mr. Tom Eastham, K.C., Mr. A. L. Ellis, Mr. Justice Bennett, Mr. Justice Simonds, Mr. H. B. Vaisey, K.C., Mr. H. T. Methold, Mr. R. H. Hodge, Sir Chartres Biron, Mr. F. D. Morton, K.C., Mr. A. E. Russell, Mr. C. W. Turner, Mr. R. A. Willes, Mr. L. L. Cohen, K.C., Mr. W. Cleveland-Stevens, K.C., Mr. J. Norman Daynes, K.C., Mr. A. P. Vanneck, Vice-Chancellor Sir John Bennett, Mr. Linton Thorp, K.C., Mr. E. Riviere, and Mr. A. C. Nesbitt.

The Hardwicke Society.

A meeting of the Society was held on Friday, 12th November, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. G. E. Llewellyn Thomas in the chair. Mr. P. A. Picarda (M.T.) moved: "That the foreign policy of England since the Armistice has been a menace to the peace of Europe." Mr. Campbell Prosser (G.I.) opposed. There also spoke Mr. Walter Stewart, Prince Lieven, Mr. Krikorian, Mr. G. E. Crawford (ex-President), Mr. L. Caplan, Mr. Cummins, Mr. Granville Sharp (ex-President), Mr. Morgan, Mr. Reginald Jones, Mr. James A. Petrie (immediate past President) and Mr. Bernard Simmons. The Hon. Mover having replied, the House divided, and the motion was lost by two votes.

A meeting of the Society was held on Friday, 19th November, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. G. E. Llewellyn Thomas, in the chair. Mr. T. W. South moved: "That this House approves of the proposed partition of Palestine." Mr. Bernard Simmons opposed. There also spoke: Mr. Krikorian, Mr. J. A. Petrie (Ex-President), Miss Bedworth, Mr. Melford Stevenson, Mr. Lewis Sturge (Hon. Treasurer), Mr. J. A. Grieves, Mr. Norman Edwards (Hon. Secretary), Mrs. Grieves, Mr. J. B. Willis, Capt. W. R. Starkey, Mr. R. D. Null, Mr. G. E. Llewellyn Thomas (President), Mr. N. M. Confino. The Hon. Mover having replied, the House divided, and the motion was lost by nine votes.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, the 15th November, Mr. R. E. Ball in the chair. Mr. J. M. Walton proposed the motion: "That this House is opposed to the movement in favour of Scottish independence." Mr. K. W. F. Herbertson opposed. Messrs. D. L. Taylor, H. Wood Smith, C. F. Walker, P. Proud, F. D. Lawton, H. Everett, T. R. Owens, and E. M. Kingston also spoke and, after Mr. Walton had replied, the motion was put to the House and won by three votes.

A meeting of the United Law Society was held on Monday, the 22nd November, at 8 p.m., in the Middle Temple Common Room, Mr. R. E. Ball, in the chair. Mr. S. A. Redfern proposed: "That this House would welcome legislation controlling the facilities for obtaining credit afforded by the hire-purchase system." Mr. H. W. Sharp opposed and Messrs. G. B. Burke, R. J. Kent, A. N. Stainton, C. H. Pritchard, J. H. Vine Hall, F. R. McQuown, H. E. O. Rimmer, E. M. Kingston, W. M. Permewan, O. T. Hill, and T. R. Owens also spoke, and Mr. Redfern replied. The motion was lost by two votes. Attendance nineteen.

University of London Law Society.

The University of London Law Society held a successful mock Parliament on Tuesday, 23rd November, presided over by Mr. Maxwell Fyffe, K.C., M.P., Bencher of Gray's Inn.

After the usual questions to the Government, the Government, led by Mr. Reginald Gill, LL.B., Treasurer of the Society, moved the second reading of a Bill for the nationalisation of the legal profession. The following members also spoke: Messrs. Leggman, Potchiahoff, Powell, Fishman, Levy (Liberal leader), Gaffen (Conservative leader), Sacher (Hon. Secretary), and Levy, Miss Kastelian. The reading was rejected by eighteen votes to thirteen.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 16th November (Chairman, Mr. Q. B. Hurst), the subject for debate was: "That the case of *Lewis* v. *Plunket* [1937] 1 Ch. 306, was wrongly decided." Mr. R. W. Jackling opened in the affirmative. Mr. J. M. Shaw opened in the negative. Mr. T. Willis seconded in the affirmative. Mr. H. J. Dowding seconded in the negative. The following members also spoke: A. T. Wilson, A. D. Scholes, J. K. Thorpe, M. C. Batten, D. Tolstoy, J. R. Campbell Carter, K. E. Elphinstone, C. A. G. Simkins and P. H. North-Lewis. Mr. Willis having replied, and the Chairman having summed up, the motion was lost by fourteen votes. There were twenty-two members and three visitors present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of the Right Hon. JAMES ANDREWS, Lord Justice of Appeal in the Supreme Court of Judicature of Northern Ireland, to be Lord Chief Justice of Northern Ireland, to fill the vacancy caused by the impending retirement of the Right Hon. Sir William Moore, Bt., and of the Right Hon. Sir ANTHONY BABINGTON, K.C., M.P., Attorney-General for Northern Ireland, to be a Lord Justice of Appeal in succession to Lord Justice Andrews.

Mr. Justice TUCKER and Sir WALTER MONCKTON, K.C., have been elected Masters of the Bench of the Inner Temple. LORD HEWART, Lord Chief Justice of England, has been elected Treasurer for the year 1938, and LORD ROCHE has been elected Reader for the Lent Vacation.

The Port of London Authority have appointed Mr. J. D. RITCHIE, M.C., who at present holds the office of Solicitor and Secretary, to be Deputy General Manager. Mr. Ritchie was admitted a solicitor in 1908. He has been Solicitor to the Port of London Authority since 1923, and Solicitor and Secretary since 1927.

Notes.

The Lord Chancellor announces that the offices of the Supreme Court will be closed on Tuesday, 28th December, 1937.

The museum of the Public Record Office in Chancery Lane will be closed for redecoration from Monday, 29th November. It will reopen on Wednesday, 29th December.

The annual festival dinner of the Solicitors' Managing Clerks' Association will be held at the Wharncliffe Rooms, Hotel Great Central, on Thursday, 2nd December, at 6.45 for 7 o'clock.

The Duke of Kent was present at the one hundred and twenty-third annual dinner of the Society of Clerks of the Peace of Counties and of Clerks of County Councils held at Claridge's last Wednesday. The chairman of the society, Sir George Etherton, presided.

On Thursday, 2nd December, at 4.30 p.m., Dr. George Schwarzenberger, Secretary of The New Commonwealth Institute, will read a paper before the Grotius Society on "An American Challenge to International Anarchy" (an analysis of the United States Secretary of State's declaration of 16th July, 1937, and of the replies of sixty-one governments).

Wills and Bequests.

Sir James Bell, C.V.O., of Windsor, formerly town clerk of the City of London, left £36,859, with net personalty £36,700.

Mr. George Edward Moser, retired solicitor, of Rusthall Common, Tunbridge Wells, left £41,927, with net personalty £21,722.

Mr. John Edward Wase Rider, solicitor, of Lincoln's Inn and Kensington, left £105,724, with net personalty £104,369.

Mr. James Martin, retired solicitor, of Ulverston, left £32,098, with net personalty £31,264. He left, after various bequests, the residue of the property as to one-third to the rector and churchwardens of St. Mary's Church, Ulverston, and two-thirds equally between the Ulverston Nursing Association, John Groom's Crippleage, the Church Army, the Hoxton Market Christian Missions and Institute, and the Nation's Fund for Nurses.

Mr. George Ostier Nicholson, retired solicitor, of Market Harborough, left £13,368, with net personalty £11,775.

Mr. Bernard John Airy, solicitor, of Barnes, S.W., senior partner in the firm of Beamish, Hanson, Airy & Co., of Lincoln's Inn, solicitors, left estate of the gross value of £47,772, with net personalty £47,669. He left £100 to St. Luke's Hospital and £100 to the Poor Sisters of Nazareth.

Mr. Arthur Henry Haigh, retired solicitor, of Epsom, left £9,141, with net personalty £7,407.

Mr. Harry George Ivens, solicitor, of Kidderminster, left £15,200, with net personalty £14,224.

Mr. Mortimer Constantine Tait, of Hampstead, late solicitor to the London and North Western Railway Company (now the L.M.S.), left £9,672, with net personalty £5,673.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. I.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Nov. 29	Jones	More	Ritchie	*Jones
,, 30	Ritchie	Hicks Beach	Blaker	*Ritchie
Dec. 1	Blaker	Andrews	More	*Blaker
,, 2	More	Jones	Hicks Beach	*More
,, 3	Hicks Beach	Ritchie	Andrews	*Hicks Beach
,, 4	Andrews	Blaker	Jones	Andrews

DATE.	GROUP II. MR. JUSTICE FARWELL. Witness. Part I.	MR. JUSTICE BENNETT. Witness. Part II.	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness.	MR. JUSTICE SIMONDS. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Nov. 29	*Andrews	More	Hicks Beach	*Blaker
,, 30	*Jones	Hicks Beach	Andrews	*More
Dec. 1	*Ritchie	Andrews	Jones	*Hicks Beach
,, 2	Blaker	Jones	Ritchie	*Andrews
,, 3	More	Ritchie	Blaker	*Jones
,, 4	Hicks Beach	Blaker	More	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 2nd December, 1937.

	Div. Months.	Middle Price 24 Nov. 1937.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	109½	3 12 11	3 6 0
Consols 2½%	JAJO	75½	3 6 3	—
War Loan 3½% 1952 or after ...	JD	100½	3 9 6	3 8 9
Funding 4% Loan 1960-90	MN	111¼	3 11 7	3 4 10
Funding 3% Loan 1959-69	AO	97½	3 1 8	3 2 9
Funding 2¾% Loan 1952-57	JD	95	2 17 11	3 1 9
Funding 2½% Loan 1956-61	AO	89	2 16 2	3 3 8
Victory 4% Loan Av. life 22 years ...	MS	110¾	3 12 3	3 6 0
Conversion 5% Loan 1944-64 ...	MN	113¾	4 7 11	2 10 0
Conversion 4½% Loan 1940-44 ...	JJ	107½	4 3 9	1 18 1
Conversion 3½% Loan 1961 or after	AO	101½	3 9 0	3 8 1
Conversion 3% Loan 1948-53 ...	MS	101¼	2 19 3	2 17 1
Conversion 2½% Loan 1944-49 ...	AO	97½	2 11 3	2 15 3
Local Loans 3% Stock 1912 or after .	JAJO	87½	3 8 7	—
Bank Stock	AO	341½	3 10 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	79	3 9 7	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	86½	3 9 4	—
India 4½% 1950-55	MN	112	4 0 4	3 5 6
India 3½% 1931 or after	JAJO	94	3 14 6	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	107	4 4 1	2 12 9
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	90	2 15 7	3 4 10
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 10 11
Australia (Commonw'th) 3% 1955-58	AO	90	3 6 8	3 13 9
Canada 4% 1953-58	MS	109	3 13 5	3 5 5
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 3
New South Wales 3½% 1930-50 ...	JJ	99	3 10 8	3 12 0
New Zealand 3% 1945	AO	98	3 1 3	3 6 1
Nigeria 4% 1963	AO	108	3 14 1	3 10 6
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 1
South Africa 3½% 1953-73	JD	102	3 8 8	3 6 9
Victoria 3½% 1929-49	AO	99	3 10 8	3 12 1
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	87	3 9 0	—
Croydon 3% 1940-60	AO	95	3 3 2	3 6 6
*Essex County 3½% 1952-72 ...	JD	102	3 8 8	3 6 8
Leeds 3% 1927 or after	JJ	84	3 11 5	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85½	3 10 2	—
Manchester 3% 1941 or after ...	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	96	2 12 1	2 18 0
Metropolitan Water Board 3% "A" 1963-2003	AO	86½	3 9 4	3 10 7
Do. do. 3% "B" 1934-2003 ...	MS	88	3 8 2	3 9 3
Do. do. 3% "E" 1953-73 ...	JJ	95½	3 2 10	3 4 3
*Middlesex County Council 4% 1952-72	MN	106	3 15 6	3 9 7
* Do. do. 4½% 1950-70	MN	112	4 0 4	3 6 10
Nottingham 3% Irredeemable ...	MN	84	3 11 5	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 7 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	108	3 14 1	—
Gt. Western Rly. 4½% Debenture ...	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ...	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge ...	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference ...	MA	117	4 5 6	—
Southern Rly. 4% Debenture ...	JJ	107	3 14 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 1
Southern Rly. 5% Guaranteed ...	MA	124½	4 0 4	—
Southern Rly. 5% Preference ...	MA	114½	4 7 4	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

COUNTY COURT CALENDAR FOR DECEMBER, 1937.

Circuit 1—Northumberland, etc.
HIS HON. JUDGE THESIGER
Alnwick,
Berwick-on-Tweed,
Blyth, 13
Consett, 17
Gateshead, 7
Hexham,
Jarrow, 6
Morpeth,
†*Newcastle-upon-Tyne, 10 (J.S.), 14, 15 (B.), 16, 17 (R.B.), 18 (A.)
North Shields, 20, 21 (B.)
South Shields, 8, 9

Circuit 2—Durham, etc.
HIS HON. JUDGE RICHARDSON
Barnard Castle, 9
Bishop Auckland, 14
*Durham, 13
Guisborough, 17
†*Middlesbrough, 3, 8 (J.S.), 22
Seaham Harbour, 20
†*Stockton-on-Tees, 7 (B.)
Stokesley (*as business requires*)
†*Sunderland, 15 (B.), 16 (*R.B. every Thursday*)
†West Hartlepool, 10

Circuit 3—Cumberland, etc.
HIS HON. JUDGE ALLSEBROOK
Alston,
Appleby, 10
†*Barrow-in-Furness, 1, 2
Brampton, 16
*Carlisle, 14
Cockermouth,
Haltwhistle, 18
*Kendal, 15
Keswick, 16 (R.)
Kirkby Lonsdale, 4
Millom, 7
Penrith, 17
Ulverston,
†*Whitehaven, 8
Wigton, 13
Windermere, 3
*Workington, 9

Circuit 4—Lancashire.
HIS HON. JUDGE PEEL, O.B.E., K.C.
Accrington, 16
†*Blackburn, 6, 8 (R.B.), 10, 13 (J.S.)
†*Blackpool, 1, 2, 3 (R.B.), 8, 15 (J.S.)
*Chorley, 9
Clitheroe, 14 (R.)
Darwen, 17 (R.)
Lancaster, 3
†*Preston, 7, 10 (R.B.), 14 (J.S.), 17

Circuit 5—Lancashire.
HIS HON. JUDGE CROSTHWAITE
†*Bolton, 1, 8, 14 (J.S.)
Bury, 6 (J.S.)
*Oldham, 2, 9, 16 (J.S.)
*Rochdale, 10 (J.S.), 17
*Salford, 3, 7 (J.S.), 13, 15 (J.S.)

Circuit 6—Lancashire.
HIS HON. JUDGE DOWDALL, K.C.
HIS HON. JUDGE PROCTER
†*Liverpool, 1, 2, 3 (B.), 6, 7, 8, 9, 10 (B.), 13, 15, 16, 17 (B.), 20, 21
St. Helens, 8
Southport, 7, 14
Widnes, 10
*Wigan, 9

Circuit 7—Cheshire, etc.
HIS HON. JUDGE RICHARDS
Altrincham, 15
*Birkenhead, 2 (R.), 8 (R.), 15 (R.), 17, 21, 23, 31
Chester, 7, 30
*Crewe, 3
Market Drayton,
Nantwich,
*Northwich, 16
Runcorn, 14
Sandbach, 20
*Warrington, 9, 10

Circuit 8—Lancashire.
HIS HON. JUDGE LEIGH
Leigh, 3, 17
†*Manchester, 1, 2, 6, 7, 8, 9, 10 (B.), 13, 14, 15, 16, 17 (B.)

Circuit 10—Lancashire, etc.
HIS HON. JUDGE BURGIS
*Ashton-under-Lyne, 20 (R.B.)
*Burnley, 3, 6 (R.B.), 9, 10
Colne,
Congleton, 17
Hyde, 15
*Macclesfield, 14 (R.B.), 23
Nelson, 8
Rawtenstall, 1
Stalybridge, 2, 16
*Stockport, 14, 17 (R.B.), 21, 22
Todmorden, 7

Circuit 12—Yorkshire.
HIS HON. JUDGE FRANKLAND
*Bradford, 1 (R.B.), 3, 7, 10, 16 (J.S.), 21 (R.B.)
*Halifax, 9, 10 (R.B.)
*Huddersfield, 8 (R.B.), 14, 15
Keighley, 8
Skipton, 1

Circuit 13—Yorkshire, etc.
HIS HON. JUDGE ESSENHIGH
*Barnsley, 8, 9, 10
Glossop, 15 (R.)
Rotherham, 14, 15
*Sheffield, 1, 2, 3, 7 (J.S.), 16, 17

Circuit 14—Yorkshire.
HIS HON. JUDGE STEWART
Dewsbury, 2 (R.B.), 21
Leeds, 1 (R.), 2 (J.S.), 3, 8, 9 (J.S.), 10, 14 (R.B.), 15 (R.), 16 (J.S.), 17, 22 (R.)
Otley, 22
Wakefield, 7 (R.), 9 (R.B.), 14

Circuit 15—Yorkshire, etc.
HIS HON. JUDGE GAMON
Darlington, 1
Easingwold,
*Harrogate, 3, 17
Helmsley, 9
Leyburn,
*Northallerton,
Pontefract, 7 (J.S.), 8, 15, 20
Richmond, 10
Ripon,
Tadcaster, 2
Thirsk,
*York, 14

Circuit 16—Yorkshire.
HIS HON. JUDGE SIR REGINALD BANKS, K.C.
Beverley, 16 (R.), 17
Bridlington, 13
Goole, 21
Great Driffield,
†*Kingston-upon-Hull, 6, 7, 8, 9, 10 (J.S.), 13 (R.B.), 20
New Malton,
Pocklington, 2
*Scarborough, 14, 15, 21 (R.B.)
Selby, 3
Thorne, 23
Whitby,

Circuit 17—Lincolnshire.
HIS HON. JUDGE LANGMAN
Barton-on-Humber,
†*Boston, 2 (R.), 9
Brigg, 6
Caistor,
Gainsborough, 1 (R.) 8
Grantham, 17
†*Great Grimsby, 1 (J.S.), 2, 3, 4, 14, 15 (J.S.)
(*R. every Wednesday*)
Holbeach, 18
Horncastle, 9 (R.)
*Lincoln, 9 (R.), 13, 16 (R.B.)
*Louth, 21
Market Rasen,
Scunthorpe, 13 (R.), 20
Skegness, 10
Sleaford, 7
Spalding, 16
Spilsby, 3 (R.)

Circuit 18—Nottinghamshire, etc.
HIS HON. JUDGE HILDYARD, K.C.
Doncaster, 1, 2, 3, 20
East Retford, 7
Mansfield, 13, 15
Newark, 3 (R.), 6
*Nottingham, 2 (R.B.), 8, 9 (J.S.), 10, 14, 16, 17 (B.)
Worksop, 14 (R.), 21

Circuit 19—Derbyshire, etc.
HIS HON. JUDGE LONGSON
Alfreton, 14
Ashbourne,
Bakewell, 7
Burton-upon-Trent, 15, 29 (R.B.)
Buxton, 6
*Chesterfield, 10, 17
*Derby, 8, 21 (R.B.), 22, 23 (J.S.)
Ilkeston, 21
Long Eaton, 16
Matlock,
New Mills,
Wirksworth, 9

Circuit 20—Leicestershire, etc.
HIS HON. JUDGE GALBRAITH, K.C.
Ashby-de-la-Zouch, 9
*Bedford, 13, 15
Bourne, 15 (R.)
Hinckley, 6 (R.)
Kettering, 14
*Leicester, 1, 2 (B.), 3 (R.B.), 17 (R.), 20
Loughborough, 7
Market Harborough, 8
Melton Mowbray, 3 (R.), 17
Oakham, 10
Stamford, 6
Wellingborough, 16

Circuit 21—Warwickshire.
HIS HON. JUDGE DALE
HIS HON. JUDGE RUEGG, K.C. (Add.)
*Birmingham, 1, 2, 3, 6, 7 (B.), 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22

Circuit 22—Herefordshire, etc.
HIS HON. JUDGE ROOPE REEVE, K.C.
Bromsgrove, 17
Bromyard,
Evesham, 8
Great Malvern, 6
Hay,
*Hereford, 14
*Kidderminster, 7
Kington, 15
Ledbury, 1
*Leominster, 13
*Stourbridge, 2, 3
Tenbury, 16
*Worcester, 9, 10

Circuit 23—Northamptonshire.
HIS HON. JUDGE HURST
Atherston,
Bletchley, 13
*Coventry, 6, 7, 8, (R.B.), 20
Daventry, 1
Leighton Buzzard, 23
*Northampton, 3 (R.B.), 9, 14, 21 (R.)
Nuneaton, 3
Rugby, 2, 23 (R.)
Watford, 15, 22

Circuit 24—Monmouthshire, etc.
HIS HON. JUDGE THOMAS
Abergavenny,
Abertillery, 7
Bargoed, 8
Barry, 2
Blaenavon, 23
†*Cardiff, 1, 3, 4
Chepstow, 22
Monmouth, 20
†*Newport, 14, 16
Pontypool, 15
*Tredegar, 9

Circuit 25—Staffordshire, etc.
HIS HON. JUDGE TEBBS
*Dudley, 7, 14 (J.S.), 21
*Walsall, 2 (J.S.), 9, 16 (J.S.)
*West Bromwich, 1, 8 (J.S.), 15 (J.S.)
*Wolverhampton, 3 (J.S.), 10, 17 (J.S.)

Circuit 26—Staffordshire, etc.
HIS HON. JUDGE RUEGG, K.C.
Burslem,
*Hanley, 2 (R.), 16, 17
Leek, 6
Lichfield, 8
Newcastle-under-Lyme, 7
*Stafford, 3
*Stoke-on-Trent, 1
Stone,
Tamworth, 9
Uttoxeter,

Circuit 28—Shropshire, etc.
HIS HON. JUDGE SAMUEL, K.C.
Brecon, 17
Bridgnorth, 15
Builth Wells, 9
Craven Arms, 7
Knighton, 13
Llandrindod Wells, 10
Llanfyllin,
Llanidloes,
Ludlow, 8
Machynlleth,
Madeley, 16
*Newtown,
Oswestry, 14
Presteign,
*Shrewsbury, 20, 23
Wellington, 21
Welshpool,
Whitchurch, 22

Circuit 29—Carnarvonshire, etc.
HIS HON. JUDGE SIR ARTEMUS JONES, K.C.
Bala,
†*Bangor, 13
*Carnarvon, 15
Colwyn Bay,
Conway,
Corwen,
Denbigh,
Dolgelly,
*Festiniog, 8
Flint, 15 (R.)
Holyhead,
Holywell, 6
Llandudno, 16
Llangefni,
Llanrwst, 11
Menai Bridge, 14
Mold, 22
*Portmadoc, 9
Pwllheli, 10
Rhyl, 17
Ruthin, 7
*Wrexham, 20, 21

Circuit 30—Glamorganshire.
His Hon. Judge Williams, K.C.
*Aberdare, 4
Bridgend, 21, 22, 23
Caerphilly, 16 (R.)
*Merthyr Tydfil, 2, 3
*Mountain Ash, 1
Neath, 14, 15, 16
*Pontypridd, 8, 9, 10
Port Talbot, 17
*Porth, 6
*Ystradyfodwg, 7

Circuit 31—Carmarthenshire, etc.
His Hon. Judge Davies
Aberayron,
†*Aberystwyth, 2
Ammanford, 1, 17
Cardigan,
†*Carmarthen, 15
†*Haverfordwest, 14
Lampeter, 4
Llandilofawr,
Llandovery,
Llanelly, 3, 16
Narberth, 13
Newcastle-in-Emlyn,
Pembroke Dock, 6
*Swansea, 7, 8, 9, 10, 11

Circuit 32—Norfolk, etc.
His Hon. Judge Rowlands
Beccles,
Bungay, 20
Diss, 21
Downham Market, 2
East Dereham,
Eye,
Fakenham,
†*Great Yarmouth, 16, 17
Harleston,
Holt,
†*King's Lynn, 9, 10
†Lowestoft, 3
North Walsham,
*Norwich, 14, 15
Swaffham, 22
Thetford,
Wymondham, 8

Circuit 33—Essex, etc.
His Hon. Judge Hildesley, K.C.
Braintree,
Brentwood,
*Bury St. Edmunds, 7
*Chelmsford, 13
Clacton, 21
Colchester, 15, 16
Felixstowe, 22
Halesworth, 14
Halstead, 3
Harwich, 17
†*Ipswich, 8, 9, 10
Maldon,
Saxmundham,
Stowmarket,
Sudbury, 1
Woodbridge,

Circuit 34—Middlesex.
His Hon. Judge Dumas
Uxbridge, 7, 14

Circuit 35—Cambridgeshire, etc.
His Hon. Judge Campbell
Biggleswade, 7
Bishops Stortford, 15
*Cambridge, 8, 9
Ely,
Hitchin, 6
Huntingdon,
*Luton, 2
March, 10
Newmarket, 16
Oundle, 20
*Peterborough, 1
Royston,
Saffron Walden,
Thrapston,
Wisbech, 21

Circuit 36—Berkshire, etc.
His Hon. Judge Cotes-Preedy, K.C.
*Aylesbury, 10, 17 (R.B.)
Banbury, 1 (R.B.), 8
Buckingham, 21 (R.)
Chipping Norton, 22
Henley-on-Thames,
High Wycombe, 9
*Oxford, 6, 20 (R.B.)
*Reading, 2 (R.B.), 3, 9 (R.)
Shipston-on-Stour, 7
Stratford-on-Avon, 16
Thame,
Wallingford, 13
Wantage,
Warwick, 17 (R.B.)
*Windsor, 14, 15
Witney, 1

Circuit 37—Middlesex, etc.
His Hon. Judge Hargreaves
Chesham, 7
*St. Albans, 14
West London, 1, 2, 3, 6, 8, 9, 10, 13, 15, 16, 17, 20, 21

Circuit 38—Middlesex, etc.
His Hon. Judge Hancock
*Edmonton, 3 (R.), 7, 8, 9, 15 (R.B.), 21, 22 (R.)
Grays Thurrock, 14
*Hertford, 1
Ilford, 2, 3, 6 (R.), 10, 13 (R.), 20 (R.)
*Southend, 15, 16, 17

Circuit 39—Middlesex.
His Hon. Judge Lilley
His Hon. Judge Davies, K.C. (Add.)
Shoreditch, 2, 3, 7, 9, 14, 16, 17, 21
Whitechapel, 1, 3, 8, 10, 15, 17, 20

Circuit 40—Middlesex.
His Hon. Judge Thompson, K.C.
His Hon. Judge Drucquer (Add.)
His Hon. Judge Davies, K.C. (Add.)
Bow, 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17

Circuit 41—Middlesex.
His Hon. Judge Earengey, K.C.
His Hon. Judge Davies, K.C. (Add.)
Clerkenwell, 1, 2, 3, 6, 7 (J.S.), 8, 9, 10, 13, 14 (J.S.), 15, 16, 17, 20, 21 (J.S.)

Circuit 42—Middlesex.
His Hon. Judge Sir Hill Kelly
Bloomsbury, 1, 2, 3, 6, 7, 8, 9, 10 (J.S.), 13, 14, 15, 16, 17 (J.S.), 20, 21

Circuit 43—Middlesex.
His Hon. Judge Drysdale Woodcock, K.C.
His Hon. Judge Drucquer (Add.)
Marylebone, 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22

Circuit 44—Middlesex.
His Hon. Judge Sir Mordaunt Snagge
His Hon. Judge Dumas (Add.)
Westminster, *Daily (except Saturdays) until 22nd*

Circuit 45—Surrey.
His Hon. Judge Haydon, K.C.
His Hon. Judge Hurst (Add.)
*Croydon, 1, 2, 14, 15, 16, 21, 22
*Kingston, 3, 7, 10, 17
*Wandsworth, 6, 8, 9, 13, 16, 17, 20

Circuit 46—Middlesex.
His Hon. Judge Drucquer
Barnet, 21
*Brentford, 2, 6, 9, 13, 16, 20
Willesden, 1, 3, 7, 8, 10, 14, 15, 17, 22

Circuit 47—Kent, etc.
His Hon. Judge Wells
*Greenwich, 3, 8, 10, 17
Southwark, 2, 6, 7, 9, 13, 14, 16
Woolwich, 1, 15

Circuit 48—Surrey, etc.
His Hon. Judge Konstam, C.B.E., K.C.
Dorking,
Epsom, 1, 15
*Guildford, 2, 16
Horsham, 7
Lambeth, 3, 6, 9, 10, 13, 14, 17, 20, 21
Redhill, 8

Circuit 49—Kent.
His Hon. Judge Clements
Ashford,
*Canterbury, 7
Cranbrook,
Deal, 3
*Dover, 8
Faversham, 6
Folkestone,
Hythe,
*Maidstone, 10
Margate, 9
†Ramsgate, 1
†*Rochester, 15, 16
Sheerness,
Sittingbourne, 14
Tenterden, 13

Circuit 50—Sussex.
His Hon. Judge Austin Jones
His Hon. Judge Archer, K.C. (Add.)
Arundel, 17
Brighton, 2, 3, 9, 10 (J.S.), 16
†*Chichester, 8
*Eastbourne, 1, 15
*Hastings, 14
Haywards Heath, 22
*Lewes,
Petworth, 20
Worthing, 7, 21

Circuit 51—Hampshire, etc.
His Hon. Judge Lailey, K.C.
Aldershot, 10, 11
Basingstoke, 6
Bishops Waltham, 20
Farnham, 17
*Newport, 1
Petersfield, 13
†*Portsmouth, 2, 6 (B.), 9, 16, 23
Romsey, 3
Ryde,
†*Southampton, 7, 14, 15 (B.), 21
*Winchester, 8

Circuit 52—Wiltshire, etc.
His Hon. Judge Jenkins, K.C.
*Bath, 9 (B.), 16 (B.)
Calne,
Chippenham, 14
Devizes, 13
*Frome, 7
Hungerford, 6
Malmesbury, 2
Marlborough,
Melksham, 17
*Newbury, 15 (R.)
*Swindon, 8, 15 (B.)
Trowbridge, 10
Warminster,
Wincanton, 17 (R.)

Circuit 53—Gloucestershire, etc.
His Hon. Judge Kennedy, K.C.
Alcester,
*Cheltenham, 7, 8 (J.S.), 14
Cirencester, 9
Dursley,
†*Gloucester, 6, 20
Newent, 7
Newnham, 13
Northleach, 16
Redditch, 10
Ross,
Stow-on-the-Wold,
Stroud, 21
Tewkesbury,
Thornbury,
Winchcombe, 15

Circuit 54—Somersetshire, etc.
His Hon. Judge
†*Bridgwater, 10
†*Bristol, 3 (B.), 6, 7, 8, 9, 13, 14, 15, 16, 17 (B.)
*Wells, 21
Weston-super-Mare, 1, 2

Circuit 55—Dorsetshire, etc.
His Hon. Judge Cave, K.C.
Andover, 13
Blandford, 15
*Bournemouth, 2 (R.), 17 (J.S.), 20, 21 (R.)
Bridport, 17 (R.)
Crewkerne, 14 (R.)
*Dorchester, 3
Lymington, 10
†Poole, 8
Ringwood, 23
*Salisbury, 2
Shaftesbury, 6
Swanage, 14
†Weymouth, 7
Wimborne, 16 (R.)
*Yeovil, 9

Circuit 56—Kent, etc.
His Hon. Judge Davies, K.C.
Bromley, 2, 14
Dartford, 7, 8
East Grinstead,
Gravesend, 6
Sevenoaks,
Tonbridge, 9
Tunbridge Wells, 16
*Waltham Abbey, 10

Circuit 57—Devonshire, etc.
His Hon. Judge Wethered
Axminster, 13 (R.)
†*Barnstaple,
Bideford, 1
Chard, 21 (R.)
†*Exeter, 9, 10, 30
Honiton, 22
Langport, 3
Newton Abbot, 16
Okehampton, 17
South Molton,
Taunton, 6
Tiverton, 15
*Torquay, 7, 8
Torrington, 2
Totnes,
Wellington, 15 (R.)
Williton, 21

Circuit 59—Cornwall, etc.
His Hon. Judge Lias
Bodmin, 16
Camelford, 15
Falmouth, 6 (R.)
Helston,
Holsworthy, 13
Kingsbridge,
Launceston, 14
Liskeard, 10
Newquay,
Penzance, 1
†*Plymouth, 7, 8, 9
Redruth, 2
St. Austell,
Tavistock, 6
†*Truro, 3

†The Mayor's and City of London Court.
His Hon. Judge Dodson
His Hon. Judge Whiteley, K.C.
His Hon. Judge Thomas
His Hon. Judge Beazley
Guildhall, 1 (A.), 2, 3 (J.S.), 6, 7, 8 (A.), 9, 10 (J.S.), 13, 14, 15 (A.), 16, 17 (J.S.), 20, 21

---

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar's Court only
(J.S.) = Judgment Summonses
(B.) = Bankruptcy only
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty